



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, February 13, 2023
6:00 PM**

The City of Zephyrhills will maintain a quorum at the dais and host a GoToMeeting to allow the public to attend remotely.

**Please join the GoToMeeting
from your computer, tablet or smartphone:**

<https://meet.goto.com/456802789>

or dial in using your phone:

+1 (646) 749-3122 - Access Code: 456-802-789

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Jodi Wilkeson

Roll Call – City Clerk Lori Hillman

Invocation – Kendall Deford, Associate Pastor, Zephyrhills First Nazarene

Pledge of Allegiance – Council President Jodi Wilkeson

1. MAYOR

1.1 Irene Dobson Proclamation

1. Proclamation

1.2 The 2023 Living in Zephyrhills Photography Competition Winners

1. 20221217_113818 (2)

2. IMG_5993 (1)

3. ice cream boy

2. CONSENT ITEMS

2.1 Approval of January 23, 2023 Regular Meeting Minutes

1. M01-23-2023
- 2.2 Angela Lease with B & H - Free Fall Avenue Lease - 29-23-01
 1. Assignment of Lessee interest in Lease and Amendment
- 2.3 Approval of Planning Commission Board Member
 1. Rosie Paulsen
- 2.4 Declaration of Surplus Vehicles - Donation to Fort Valley, Georgia Police Department
 1. Surplus Vehicles
- 2.5 Professional Services Contract City Wide Project # 35-22-05: BGE, Inc.
 1. 18300134v1 - BGE-Agreement 35-22-05-Signed FINAL
3. BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT
 - 3.1 USE 0010-22 Pretty Pond Self-Storage Conditional Use for Height Petition Planning Report
 1. USE 10-2022 Staff Report for Pretty Pond Self-Storage
 2. USE 10-2022 Attachment Package for Pretty Pond Self Storage
 - 3.2 Water Supply Facilities Work Plan
 1. GOP_presentation_wsfp_ZH_2023_0208_draft
 2. GOPs_WaterSupplyPlan_ZH_2023_0208_draft_v3
 3. 2023-01-11_ZephyrhillsFacilityWorkPlan
4. CITY MANAGER'S REPORT
 - 4.1 Award of Bid No. 11-22-11 to Amici Engineering Contractors for the Northside Lift Station and Force Main Project
 1. 2022-01-09_Low Bidder of Bid Evaluation_City of Zephyrhills Northside Lift Station and Force Main
 2. 112211 Tabulation
 - 4.2 South Avenue Extension -National Guard Entrance Road
First Reading **RESOLUTION NO. 809-23 - "A RESOLUTION OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING EXECUTION OF A STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF ZEPHYRHILLS FOR DESIGN, CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) ACTIVITIES FOR THE SOUTH AVENUE EXTENSION – NATIONAL GUARD ENTRANCE ROAD (FINANCIAL PROJECT NO. 450716 1 54 01)."**
 1. Resolution 809-23 - South Avenue Extension
 - 4.3 FDOT Funding Agreement (FPN 450716 1 54 01) South Avenue Extension - National Guard Entrance Road - Grant No. 24-23-01
 1. 450716 1 South Ave Ext draft SFGA agreement (1)
 - 4.4 FDEP Funding Agreement (LPA0407) Kossik & Fort King Roads Sewer Main/Water Main Extension - 24-23-02
 1. DEP Agreement No. LPA0407 - for signature
 - 4.5 Approval of Agreement # 41-23-04 - Emergency Communications Consolidation - Pasco County
 1. Addendum to Interlocal Agreement

2. BCC APVD 2017-06-20 C8 AMENDED AND RESTATED ILA

5. CITY ATTORNEY'S REPORT

- 5.1 12 Month Moratorium on Indoor and Outdoor Storage Facilities
First Reading **ORDINANCE NO. 1455-23 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A 12 MONTH MORATORIUM ON RECEIVING AND PROCESSING PLANS / PERMIT APPLICATIONS FOR RECREATIONAL VEHICLE STORAGE, MATERIAL LAYDOWN AREAS AND INDOOR STORAGE FACILITIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**

1. Ordinance 1455-23 Outdoor Storage Moratorium

6. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

7. NOTED ITEMS

- 7.1 37-22-16 GAI Consultants, Inc. Professional Services Agreement
1. 37-22-16 GAI Consultants, Inc. Professional Services Agreement
- 7.2 RCM Task Order for Manhole Rehabilitation
1. RCM Task Authorization for Manhole Rehabilitation
- 7.3 Depository Deposit Listing
1. City of Zephyrhills Bank Depository

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**



PROCLAMATION

WHEREAS, Irene Dobson was a vibrant and contributing member of the Zephyrhills community for more than 65 years and during the course of this long residency provided numerous acts of public service and devotion to the community; and

WHEREAS, she was born in Patterson, Georgia, on April 30, 1924, and moved with her husband Robert to Zephyrhills, Florida in the 1950s, and passed away on February 7, 2023 at the age of 98 years old; and

WHEREAS, it is with honor and gratitude that the City of Zephyrhills recognizes the life of Irene Dobson and her many accomplishments, both personal and within the East Pasco County community, including raising four children, six grandchildren, eight great-grandchildren and two great-great-grandchildren; and

WHEREAS, Miss Irene, as she was affectionately known, was an active participant in many local organizations and areas, proposing neighborhood development and improvements, supporting local historic preservation, cooperating and hosting the annual Dr. Martin Luther King Jr. Observation and Celebration, and promoting good works at St. John's Missionary Baptist Church; and

WHEREAS, Miss Irene initiated efforts to rename 6th Avenue after Dr. King in 2003 and 2004 which resulted in the street's dual naming and recognition of the contributions of the African-American community to Zephyrhills and the United States; and

WHEREAS, the influence of Miss Irene opened doors and led to greater understanding and interaction among residents, with her serving as the conscience of the community; and

WHEREAS, the City of Zephyrhills would like to honor and recognize the life of Mrs. Irene Dobson and her many contributions to the Zephyrhills community.

NOW, THEREFORE, I, Gene Whitfield, Mayor of the City of Zephyrhills, along with the members of the City Council and fellow residents of the community, proclaim February 16, 2023 as a day of remembrance of the life of Mrs. Irene Dobson.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this the 13th day of February, 2023.

Gene Whitfield, Mayor

Attest:

Lori L. Hillman, City Clerk

MAYOR 1.2

The 2023 Living in Zephyrhills Photography Competition Winners

Issue:

The City of Zephyrhills and the Zephyrhills Community Redevelopment Agency partnered to create the 2023 Living in Zephyrhills Photography Competition.

Background:

The winning photos were selected by ballot by the CRA Board of Commissioners at their January 23, 2023, meeting. The winning photos are as follows:

3rd place with a cash prize of \$100 is Ms. Dorothy McClelland for her "Downtown Rooster" photo.

2nd place with a cash prize of \$200 is Ms. Brenda Kopaska for her "Explore Mural and bike" photo.

1st place with a cash prize of \$300 is Ms. Rhonda Ragsdale for her "Ice Cream Boy" photo.

Attachment(s):

1. 20221217_113818 (2)
2. IMG_5993 (1)
3. ice cream boy

Fiscal Impact:

The CRA provided funding for the 2023 Living in Zephyrhills Photography Competition.

Staff Recommendation:

No action is needed.





OUR HOMETOWN



ZEPHYRHILLS
CITY HALL

HAPPINESS IS...
ICE CREAM
IN JANUARY!
ZEPHYRHILLS, FL



REGULAR COUNCIL MEETING

A Regular Council Meeting was held on January 23, 2023 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (646) 749-3122 - Access Code: 362-271-597.

Council President Wilkeson called the meeting to order at 6:15 p.m. Roll call was taken. Present were members Alan Knight, Charles Proctor, Jodi Wilkeson, Lance Smith, Kenneth Burgess and Mayor Whitfield. City Manager William Poe was present. City Attorney Matthew Maggard was absent.

Staff present: Police Chief Derek Brewer, Police Lieutenant Nathan Gardner, Police Lieutenant Matthew Hillen, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Public Information Officer Kevin Weiss, IT Director Mike Panak, Senior Planner Rodney Corriveau, Historic Preservation Specialist and Community Planner Audrey McGuire, Water Treatment Plant Operator Eric Martin and City Clerk Lori Hillman.

Beth Aker with Meals on Wheels delivered the innovation. The Pledge of Allegiance followed.

1. CITIZEN COMMENTS

1.1 Clock in Time Square/Clock Plaza – Eileen Westermann – 5522 17th Street – Zephyrhills, FL

Ms. Westermann said she referred the clock issue to HR for resolution.

1. MAYOR

2.1 Police Chief Derek Brewer – Jamil Jreisat Public Service Exemplar – American Society of Public Administration

Dr. Spina said he is a member of the Suncoast Chapter of the American Public Administration Society (ASPA). Each year the organization recognizes public servants and officials who contribute to the field of public administration and to their communities. He nominated Police Chief Derek Brewer for a Public Service Exemplar award in recognition of his service to Zephyrhills and the formulation of a Homeless Task Force. A Public Service Exemplar is a person dedicated to serving the public with the highest level of performance, integrity, and pride. An exemplar's conduct serves as a model for public and non-profit employees. Police Chief Brewer is a 22-year veteran of the Zephyrhills Police Department, starting as a patrol officer in 2001, rising to chief in 2017. He earned a Masters of Art degree in Criminal Justice Administration from USF in 2021. Emphasizing the need to find local solutions to local problems, Brewer met with community stakeholders to share ideas and resources to work with the homeless population and to help prevent others from falling through the cracks. The task force, known as the HUB, also provides alternative tools for police officers to aid homeless residents and get them off the streets. The HUB operates as a clearing house of assistance and activity, coordinating outreach teams with contacts at community food banks, providing access to clothing and other supplies as well as shelter. Police Chief Brewer was awarded the Jamil Jreisat Public Service Exemplar award on November 9, 2022.

2.2 Planning Director Todd Vande Berg – Distinguished Service Award – American Society of Public Administration

City Manager William Poe said Urban Planner/Engagement Specialist Tammy Vrana nominated Planning Director Todd Vande Berg for the Distinguished Service Award through the Suncoast Chapter of the American Planning Association. Todd Vande Berg has served the City of Zephyrhills since the mid-90s after a tenure with the Florida Department of Environmental Protection. Since that time, the City's population has increased by more than 60% upwards of 3% annually. Todd has remained a steady force for proactive and responsive planning in the community, even to the extent that surveyed residents have identified him as an important community asset due to his service and longevity. Todd is a visionary who has successfully pitched and championed many City initiatives including a three-time award winning sustainability action plan in 2012, a plan to preserve a significant aggregation of industrial lands from residential conversion, and a form-based code where a potential highway widening threatened the goals of the CRA. Understanding that bringing ideas to life takes a village, Todd is a natural convener bringing together local, regional, and state agencies, private industry, and the community together for such accomplishments as a nine-mile regional trail, the SR-56 extension (and potential bypass to save the CRA), and the stunning Sarah Vande Berg

Tennis & Wellness Complex, probably his crowning achievement in honor and memory of Todd's daughter and local tennis hero, Sarah Vande Berg. Todd was presented the Distinguished Service Award at the American Society of Public Administration's annual meeting.

2.3 Swearing In of Patrol Officer Jonathan Aroacha

Police Chief Derek Brewer introduced Jonathan Aroacha who was born in Puerto Rico and raised in New Jersey where he met his wife Tiffany. In 2006, he entered the Marine Corp. and was assigned to the 362nd helicopter squadron of the angels in Hawaii. In 2009, he was deployed to Iraq as part of Operation Iraqi Freedom and to Afghanistan as part of Operation Enduring Freedom. After his honorable discharge from the Marine Corp. in 2011, he became a police officer with the Newark Police Department in New Jersey where he spent seven years before moving to Zephyrhills. In 2014, he graduated from Fairleigh Dickinson University with a Bachelor's Degree. He said he is grateful for officer Aroacha's service to our country and excited to have him as part of the Zephyrhills Police Department. Patrol Officer Aroacha was pinned by his Tiffany and recited the Oath of Office.

2. CONSENT ITEMS

3.1 Approval of January 9, 2023 Regular Meeting Minutes

3.2 Approval of December 12, 2022 Regular Meeting Minutes

Alan Knight moved to approve the Consent Items. Seconded by Lance Smith. Motion passed unanimously.

3. BUSINESS ITEMS/PUBLIC HEARING

4.1 North Star Place Branding and Marketing (Branding Research & Strategy Presentation)

Mr. Barlow presented a condensed version of the North Star Branding Research and Strategy presentation that was presented to City Council and the Mayor. He narrated a PowerPoint presentation of the branding process and research to include a community-wide survey, brief summary of community survey results, consumer awareness and perception study and strategy insights. He said a brand tells the most compelling and competitive story. The job of the strategy is to uncover, identify and determine what the story should be about.

Strategy Recommendation:

For those seeking new energy with the peace and ease of a charming, authentic Florida, Zephyrhills, amidst the rolling countryside of Pasco County just north of Tampa embraces an invigorating legacy of well-being that endures, where opportunity springs eternal."

The next steps will build on the strategy and make it meaningful and relevant. A workshop will be hosted on February 1, 2023, 5:30 p.m. – 7:00 p.m. at City Hall to engage the community.

MAYOR ANNOUNCEMENTS – Mayor Whitfield acknowledged Police Officer Jonathan Aroacha and congratulated Planning Director Todd Vande Berg, Police Chief Derek Brewer and Audrey McGuire for their awards and achievement.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe presented an update to Kossik Road. The engineering firm that submitted the right-of-way request is waiting on review and comments from Pasco County's Transportation Access Department which was due December 31, 2022. The completion date for Simons Road is March 2023. An eastside joint workshop with Zephyrhills, Dade City, St. Leo, San Antonio and Pasco County will be held February 1, 2023, 10:00 a.m. – 12:00 p.m. at the Wiregrass Ranch PHSC Campus. Zephyrhills will discuss the City's utility service area, potential for the purchase of utility systems, Joint Planning Area (JPA), growth management, east side regional park, transition of SR-56 to CR-54,

Kossik Road connection to Wire Road and a CRA presentation.

CITY ATTORNEY ANNOUNCEMENTS – N/A

Planning Director Todd Vande Berg acknowledged and congratulated Historic Preservation Specialist and Community Planner Audrey McGuire on passing the American Institute of Certified Planners (AICP) test.

CITY COUNCIL COMMENTS – Councilman Burgess congratulated Planning Director Todd Vande Berg, Police Chief Derek Brewer and Historic Preservation Specialist and Community Planner Audrey McGuire. He reminded everyone of the Municipal Association of Pasco (MAP) meeting on Thursday, February 2, 2023.

Council Vice President Smith acknowledged Government Liaison Amber Smith with SWFWMD in attendance. He said to win two awards through the American Association of Public Administration speaks to City staff. He congratulated Historic Preservation Specialist and Community Planner Audrey McGuire on passing the AICP test and welcomed Officer Jonathan Aroacha. He said the MPO reached out to the City with bike lights to distribute to those in need following another pedestrian death. Police Chief Brewer will place bike lights in patrol vehicles to distribute in lieu of writing citations.

Councilman Proctor congratulated Police Chief Derek Brewer and Planning Director Todd Vande Berg on their awards, welcomed Patrol Officer Jonathan Aroacha and acknowledged Historic Preservation Specialist and Community Planner Audrey McGuire for passing the AICP test.

Councilman Knight echoed all comments and said he was proud of Historic Preservation Specialist and Community Planner Audrey McGuire on her accomplishment. He congratulated Planning Director Todd Vande Berg and Police Chief Derek Brewer for their awards. He said he is proud of the City of Zephyrhills and their vision. He said we live in the greatest little City in America.

City Manager William Poe said the City will sponsor two individuals to attend the Police Academy at PHSC; Karly Crews and Colton Nelson. He said the sponsorship requires they sign a four year contract; a two year sponsorship and two year employment agreement. If they leave prematurely, a dollar amount is tied to the contract for reimbursement to the City.

Council President Jodi Wilkeson congratulated staff on their awards and accomplishments. She said the Main Street Board and staff have scheduled a retreat to develop ideas for the upcoming year to better serve the residents within the community. She directed staff to set an internal deadline with Pasco County relating to Kossik Road for the ability to put the developer on notice if progress is not being made.

4. NOTED ITEMS

- 5.1 Silverado Warranty Bond Release 5A, 7, 9B, 11A, B and C
- 5.2 New Telephone System
- 5.3 Depository Deposit Listing

Meeting adjourned: 7:03 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.2

Angela Lease with B & H - Free Fall Avenue Lease - 29-23-01

Issue:

Assignment of Lessee's interest to Elite Enterprises of Florida, Inc., a Florida corporation

Background:

Zephyrhills Municipal Airport Non-Aviation Lease and Operating Agreement between Zephyrhills Municipal Airport Authority, a dependent authority of the City of Zephyrhills, Florida, a municipal corporation, as Lessor, and Pearson Industries, Inc., a Florida corporation, as Lessee, recorded on June 25, 1998 in book 3958. Page 1732, and as assigned in Assignment of Lessee(s) Interest in Leases, by and between Pearson Industries, Inc., a Florida corporation, as Assignor (s) and Angela Land, LLC, a Florida limited liability company, as Assignee (s), recorded January 8, 2009 in Book 7996, Page 109, and as corrected in Assignment of Lessee's Interest in Leases, recorded December 20, 2013 in Book 8973, Page 2157. As the same may have been assigned or amended, public records of Pasco County, Florida, upon the following described property to wit. Refer to Assignment of Lessee's Interest in lease and Amendment of lease.

Attachment(s):

1. Assignment of Lessee interest in Lease and Amendment

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the Assignment of lessee's interest to Elite Enterprise of Florida, Inc., a Florida corporation.

Prepared by:
Michael J. Heath, Esq.
167 108th Avenue
Treasure Island, FL 33706

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE AND AMENDMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that effective this 13th day of February, 2023, ANGELA LAND, LLC, a Florida limited liability company, whose mailing address is: 7089 Hibiscus Avenue S, South Pasadena, FL 33707, ("Assignor"), for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by ELITE ENTERPRISES OF FLORIDA, INC., a Florida corporation, ("Assignee"), whose mailing address is: 4538 Sky Dive Lane, Zephyrhills, FL 33542, at or before the signing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the said Assignee those certain Leases as follows:

Zephyrhills Municipal Airport Authority, dependent authority of the City of Zephyrhills, Florida, a municipal corporation, as Lessor(s), and Pearson Industries, Inc., a Florida corporation, as Lessee(s), recorded on June 25, 1998 in Book 3958, Page 1732, and as assigned in Assignment of Lessee's Interest in Leases, by and between Pearson Industries, Inc., a Florida corporation, as Assignor(s), and Angela Land, LLC, a Florida limited liability company, as Assignee(s), recorded January 8, 2009 in Book 7996, Page 109, and as corrected in Assignment of Lessee's Interest in Leases, recorded December 20, 2013 in Book 8973, Page 2157, as the same may have been assigned or amended, public records of Pasco County, Florida, upon the following described property to wit:

A portion of Tract 37, Block B, of ZEPHYRHILLS MUNICIPAL AIRPORT INDUSTRIAL PARK, as recorded in Plat Book 36, Page 45, being a replat of that portion or Tracts 37, 38, 39, 42, 43, 53, 54, 55, 58, 59, 60, 69, 70, 71, 75, 76, 85, 86, 91, 92, & 101, being in Section 18, Township 26 South, Range 22 East, of "ZEPHYRHILLS COLONY COMPANY LANDS" recorded in Plat Book 1, Page 56, of the Public Records of Pasco County Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 18, Township 26 South, Range 22 East, Pasco County, Florida, thence run S. 00 degrees 03'55" W., a distance of 1325.61 feet; thence run N. 89 degrees 42'59" W., a distance of 105.20 feet to a point on the North right-of-way line of Free Fall Avenue; thence run S. 00 degrees 03'65" W., a distance of 60.00 feet to a point on the South right-of-way of Free Fall Avenue and the West right-of-way of Chancey Road and the POINT OF BEGINNING; thence continue S. 00 degrees 03'55" W., along said West right-of-way of Chancey Road, a distance of 141.13 feet to a point on a curve to the left, said curve having a central angle of 02 degrees 51'56", a radius of 2606.48 feet, chord bearing and distance of S. 01 degrees 21'59" E., a distance of 130.34 feet; thence run along the arc of said Curve a distance of 130.36 feet; thence leaving said West right-of-way of Chancey Road, run N. 89 degrees 42'27" W., a distance of 281.00 feet; thence run N. 00 degrees 04' 17" E., a distance of 271.31 feet to the South right-of-way of Free Fall Avenue; thence run S. 89

degrees 42'59" E., along said South right-of-way of Free Fall Avenue, a distance of 277.72 feet to the POINT OF BEGINNING.

WHEREAS, the parties desire to amend said Lease as set forth herein and thereby set forth their desires in writing.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The facts and recitals set forth above are true and correct and are incorporated herein by reference as if set forth in full, and that the Lease, the terms, and conditions of which are incorporated herein by reference, is modified by this instrument.

2. All terms and conditions of the Lease not modified by this Amendment shall remain unchanged and in full force and effect throughout the term of this Amendment. The terms are modified as follow:

PROVISION 2. LEASE TERM– is hereby deleted in its entirety and the following is hereby inserted in its place:

“The term of this lease shall be for a period of thirty (30) years, commencing on July 1, 1998, and continuing through the 30th day of June 2028 (the “Termination Date”), unless earlier terminated under the provisions of the Lease. Lessee shall have the option, exercisable upon at least one hundred eighty (180), but not more than three hundred sixty-five (365), days written notice to Lessor prior to Termination Date, to extend the term of the Agreement for an additional period of twenty-four (24) years from and after the Termination Date continuing through the 30th day of June 2052 (the “First Option Renewal Period”), upon the same terms and conditions, with the exception of established rental rate which will increase by five (5) percent per annum during this First Option Renewal Period.

Lessee shall then have a Second Option Renewal Period, exercisable upon at least one hundred eighty (180), but not more than three hundred sixty-five (365), days written notice to Lessor prior to the 30th day of June 2052 (which is the Termination Date of the First Option Renewal Period), to extend the term of the Agreement for an additional period of ten (10) years continuing through the 30th day of June 2062, upon the same terms and conditions, with the exception of established rental rate which will continue the same (5) percent per annum increase during this Second Option Renewal Period.

Any requests for renewal will automatically subject any new lease to any rules, regulations, covenants, or restrictions affecting the use of the subject property that are in affect at the time of the renewal. At the request of lessee, the term of this ground lease will, subject to regulations in effect at that time, be further extended under mutually agreeable lease provisions and conditions. The lessee, prior to the termination of the lease shall obtain and present to the lessor, regardless of whether a lease renewal is sought by lessee, at the sole expense of the lessee, an

environmental audit, prepared by a firm which is acceptable to the lessor, to determine the environmental condition of the leased land.”

3. In consideration of The City of Zephyrhills, Florida assigning the Lease and approving the modification of the terms contained herein, Assignee will make a one-hundred-fifty-one-thousand-five-hundred-dollar (\$151,500.00) capital improvement to the leased premises:

a. Work to be completed in the first twelve (12) months of the assignment of lease:

Interior:

- Improve office and bathroom areas.
- Replace A/C units.
- Repair firewall located in center of building.
 - i. Estimate: \$16,500.00

Exterior:

- Repair leaking roof.
- Repair exterior walls.
- Repair damaged concrete.
- Resurface asphalt.
 - i. Estimate: \$50,000.00

b. Work to be completed in the first twelve (12) months of the assignment of lease:

- Add security lighting to the outside of the building.
 - i. Estimate: \$20,000.00

c. Work to be completed in the first twenty-four (24) months of the assignment of lease:

- Repaint the exterior of the building.
 - i. Estimate: \$20,000.00

d. Work to be completed in the first forty-eight (48) months of the assignment of lease:

- Replace the roof.
 - i. Estimate: \$45,000.00

4. This Amendment of Lease shall prevail against any terms or conditions that are conflicting between the original Lease and this Amendment of Lease.

A portion of the consideration of this Assignment being that the Assignee assumes all the obligations, agrees to abide by all of the terms, provisions and conditions, and agrees to pay all of the payments described in said Lease now due or to become due, as specified in said Lease.

(Whenever used herein the terms "Assignor" and "Assignee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations and are used for singular or plural as context requires.)

Signed, sealed, and delivered in the presence of these witnesses:

Angela Land, LLC

Witness #1 Signature

Witness #1 Name Printed

Witness #2 Signature

Witness #2 Name Printed

BY: _____
David Padovan, Manager
7089 Hibiscus Avenue S
South Pasadena, FL 33707

STATE OF FLORIDA

COUNTY OF PINELLAS

SWORN TO, SUBSCRIBED, and ACKNOWLEDGED before me by physical presence on this _____ day of _____, _____, by DAVID PADOVAN, Manager for Angela Land, LLC, who is personally known to me or who has produced _____ as identification.

[affix seal below]

Notary Public

Notary Name Printed

My Commission Expires: _____

ACCEPTANCE

THE Foregoing Amendment and Assignment of Lease is hereby accepted this ____ day of _____, _____.

Elite Enterprises of Florida, Inc.

Witness #1 Signature

BY: _____
Greg A, Beebe, President
4538 Sky Dive Lane
Zephyrhills, FL 33542

Witness #1 Name Printed

Witness #2 Signature

Witness #2 Name Printed

STATE OF _____

COUNTY OF _____

SWORN TO, SUBSCRIBED, and ACKNOWLEDGED before me by physical presence on this ____ day of _____, _____, by GREG A. BEEBE, President for ELITE ENTERPRISES OF FLORIDA, INC., who is personally known to me or who has produced _____ as identification.

[affix seal below]

Notary Public

Notary Name Printed

My Commission Expires: _____

ACCEPTANCE AND APPROVAL

THE Foregoing Amendment and Assignment of Lease is hereby accepted and approved
this 13th day of February, 2023.

City of Zephyrhills, Florida

Witness #1 Signature

BY: _____
Jodi Wilkeson Council President

Witness #1 Name Printed

Jodi Wilkeson

Authorized Agent's Name Printed

Witness #2 Signature

Council President

Authorized Agent's Capacity

Witness #2 Name Printed

STATE OF _____ COUNTY OF _____

SWORN TO, SUBSCRIBED, and ACKNOWLEDGED before me by physical presence on this
____ day of _____, _____, by _____, Authorized Agent for the City of
Zephyrhills, Florida, who is personally known to me or who has produced
_____ as identification.

[affix seal below]

Notary Public

Notary Name Printed
My Commission Expires: _____

CONSENT ITEMS 2.3

Approval of Planning Commission Board Member

Issue:

Planning Commission Board Appointment

Background:

Christian Ryman has retired from the Planning Commission (City Council - Seat 5) Staff is recommending:

- 1.) Randy Stovall - Move from PC alternate number one to the seat number 5 Board Member;
- 2.) Ellen Taylor - Move from PC alternate number two to alternate number one;
- 3.) Rosie Paulsen - Appointment to PC alternate number two.

Staff has met with Miss Paulsen and discussed the City of Zephyrhills Planning Commission and she has also been involved with / attended other City meetings and expressed a strong interest in getting involved more with the community and participating on a Board.

Attachment(s):

1. Rosie Paulsen

Fiscal Impact:

NA

Staff Recommendation:

Approval

Lori Hillman

From: noreply@civicplus.com
Sent: Monday, November 28, 2022 9:37 AM
To: Lori Hillman
Subject: Online Form Submittal: Application for Board Membership

EXTERNAL EMAIL

Application for Board Membership

Name:	Rocio (Rosie) Paulsen
Address:	4730 Timber Way, Zephyrhills FL 33542
Home Phone:	8139096965
Business Phone:	Field not completed.
Cell Phone:	8139096965
Email:	rosie@rosiepaulsen.com

I would like to be considered for membership on the following city boards/committees:

Rank your first choice by placing "1" in the drop down. If you would consider an alternative appointment, if not appointed to the 1st choice, please place a "2" and so on in the drop down of the alternative boards/committees.

Board of Adjustment, Code Enforcement & Appeals	Field not completed.
Planning Commission	1
Library Board	Field not completed.
Airport Authority	Field not completed.
Historic Preservation Board	Field not completed.
Parks & Recreation Advisory Board	Field not completed.
Mayor's Youth Council	Field not completed.
Are you a resident of the city?	Yes

How long have you been a resident of the city?	2 months
Are you a resident of the county?	Yes
How long have you been a resident of the county?	18 Months
Are you a registered voter?	Yes
Are you a property owner?	Yes
Why do you wish to serve on this city board/committee?	I will like to get familiar with what it takes to run the city and be a voice as a resident of this amazing community
What is it in your background that has prepared you for this volunteer role?	I am currently the Secretary for the Florida Commission in the Status of Women, and I serve in the JEOC of Pasco
Do you now or have you ever served on a government appointed board or committee?	Yes
Where and under what circumstances did you serve on a government appointed board or committee?	I still serve on both boards, and I bring a renewed energy, outside-the-box thinking, and nonsense approach to tackle challenges and connections to individuals with expertise that will help us achieve the task at hand
What can you contribute to this board?	A different way to look at situations, to bring solutions to a challenge

Email not displaying correctly? [View it in your browser.](#)

CONSENT ITEMS 2.4

Declaration of Surplus Vehicles - Donation to Fort Valley, Georgia Police Department

Issue:

Staff is requesting that the 2009 Ford Expedition (K-9 vehicle) and Segway be donated to the Police Department of Fort Valley, Georgia.

Background:

In accordance with Chapter 274, Florida Statutes and the City of Zephyrhills' Fiscal Management Policy, the below listed surplus property has been designated to be disposed of that is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful function.

The City of Zephyrhills may offer surplus property to other governmental units for sale or donation or may offer the property to private nonprofit agencies as defined in s. 273.01(3) by sale or donation. The cost of transferring the property shall be paid by the governmental unit or the private nonprofit agency purchasing or receiving the donation of surplus property.

Attachment(s):

1. Surplus Vehicles

Fiscal Impact:

No impact.

Staff Recommendation:

Staff recommends approval to donate the 2009 Ford Expedition and Segway to the Fort Valley Police Department

SURPLUS PROPERTY SALES AGREEMENT

Estimates under \$5,000

In accordance with Chapter 274, Florida Statutes and the City of Zephyrhills' Fiscal Management Policy, the below listed surplus property has been designated to be disposed of, that is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful function. The City of Zephyrhills may offer surplus property to other governmental units for sale or donation or may offer the property to private nonprofit agencies as defined in s. 273.01(3) by sale or donation. The cost of transferring the property shall be paid by the governmental unit or the private nonprofit agency purchasing or receiving the donation of the surplus property.

This property is being sold or X donated "as is" with no warranty.

Government Agency X
Non Profit Agency
Bidder

Donate to: Fort Valley Police Department
200 W. Church St
Fort Valley, GA 31030

Amount of Sale: Donation to Government Agency/Non Profit Organization

[illegible]

Approved: _____
City of Zephyrhills Chief Anson B. Evans or Appointee

Date: _____ Date: _____

CONSENT ITEMS 2.5

Professional Services Contract City Wide Project # 35-22-05: BGE, Inc.

Issue:

The City released RFQ #35-22-05 for Continuing Services City Wide for CRA, Planning and Public Works. BGE, Inc. was approved at the November 14, 2022 City Council Meeting.

Background:

The attorney for BGE, Inc. made minor changes to the contract, removing language that included services not provided by BGE, Inc. in their RFQ Submittal. The revised contract, provided in your back-up, has been reviewed and approved by City Attorney Maggard.

Attachment(s):

1. 18300134v1 - BGE-Agreement 35-22-05-Signed FINAL

Fiscal Impact:

Staff Recommendation:

The City Attorney recommends approval.

**PROFESSIONAL SERVICES CONTRACT
CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS**

THIS PROFESSIONAL SERVICES CONTRACT – CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS (the “Contract”), made this 14th day of November 2022, between CITY OF ZEPHYRHILLS a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as “CITY” or “Owner”), and BGE, INC., a Texas corporation authorized to do business in the State of Florida, having its principal office at 2203 North Lois Avenue, Suite G300, Tampa, Florida 33607 (hereinafter referred to as “Consultant”).

WHEREAS, CITY desires to obtain services as stated in the Request for Qualifications #35-22-05 incorporated herein by reference from Consultant for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFQ# 35-22-05 to find qualified professionals to fulfill the need for these services. Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the total construction cost of each individual project shall not exceed \$2,000,000.00; and the cost for studies shall not exceed \$200,000.00. Although the primary professional service sought by the contract is for engineering services, this Contract may cover other professional services if Consultant possesses the professional licensing and registration to legally perform these services. Further, Consultant may hire others who are properly licensed to perform professional services; and

WHEREAS, the Term of Contract is three (3) years after the effective date, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2) three (3) year terms for a maximum term of nine years, provided that Consultant shall have the right to increase and/or modify the pricing during any renewal term; and

WHEREAS, CITY retains Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Consultant for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Consultant is available to provide professional services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of the Consultants Competitive Negotiations Act, in the selection of Consultant and negotiations for this Contract; and

NOW, THEREFORE, CITY and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Qualification and Response.** Request for Qualifications (RFQ) 35-22-05 is incorporated into this Contract by reference.

Consultant's response to the RFQ is attached hereto and incorporated herein as Exhibit A. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this Contract, second looking to the Consultants response and third looking to the RFQ.

3. **Scope of Services.**

- (a) Consultant agrees to furnish and perform professional services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein with the professional skill and care ordinarily provided by competent professionals practicing under the same and/or similar circumstances and professional license. The scope of services (hereinafter referred to as "Basic Services") to be performed by Consultant under this Contract, shall be identified in Task Assignment. Consultant agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates for Basic and Additional Services is found in Exhibit B — BGE Southeast Hourly Rate Schedule. No Additional Services shall be furnished by Consultant unless specifically requested and authorized by CITY.
- (b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.
- (c) Any change to the scope of Services must be mutually agreed and accomplished by written amendment executed by both Parties.

4. **Project Construction Budget.** Consultant shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Consultant acknowledges that the Project Construction Budget is of the essence of this Contract and Consultant agrees to perform, in accordance with generally accepted professional standards.

- (a) Consultant's opinions of probable Construction Cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If City requires greater assurance as to probable Construction Cost, then City agrees to obtain an independent cost estimate.

(b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects. The total Project Construction Budget consists of site development, building shell and interiors, site improvements, and any items of furniture and equipment that are included in construction of Continuing Service Projects.

5. **Time of Completion.** Consultant shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by CITY. Consultant shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Notwithstanding, several factors outside Consultant's control that may affect its ability to complete the Services to be provided under this Contract. Consultant will perform the services with reasonable diligence and expediency consistent with the standard of care as set forth herein. In the event Consultant incurs delays or additional costs as a result of an act or omission of the CITY, including but not limited to CITY's failure to provide information or access to CITY's facilities, CITY agrees that Consultant may add reasonable charges to the amounts invoiced to CITY and adjust the delivery schedule. Consultant shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Consultant, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Consultant, the CITY will not compensate Consultant for the delay caused by Consultant; however, the cost associated with that portion of any such delay not caused by Consultant shall be compensated as an Additional Service.
6. **Fees.** CITY agrees to pay to Consultant for Basic Services, based upon Exhibit B – BGE Southeast Hourly Rate Schedule, Consultant will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Consultant under this Contract for said services if the actual cost of construction or work to be designed by Consultant exceeds the proposal or budget.
- (a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.
- (b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.

Amounts are subject to a finance charge of 1.5% per month on any outstanding balance forty-five (45) days past due, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

- (c) The responsibility of Consultant for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Consultant agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.
- (d) Consultant's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B – BGE Southeast Hourly Rate Schedule. If any additional services are rendered or furnished by professional consultants engaged by Consultant, and such additional services consist of normal services for which Consultant would be entitled to an additional fee if it had furnished the services, then CITY shall reimburse Consultant for such actual reasonable amounts paid by Consultant to such consultants for such additional services, and Consultant shall not be entitled to any additional fee or compensation.
- (e) Additional services which require no work on the part of Consultant, other than administering the work of a consultant, that is, securing the services, approving the work, and invoicing on behalf of the consultant, the Consultant may request five percent (5%) markup on the consultant's fee to cover its administrative costs.
- (f) Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
- (g) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.

7. **Ownership of Documents.**

- (a) All Documents are instruments of service, and Consultant owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:

1. Upon receipt by Consultant of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Consultant and any Subconsultants will grant to CITY the ownership of the Documents, including all associated copyrights and the right of reuse.
 2. When requested by CITY, Consultant will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Consultant's interests in the Documents to the CITY, and CITY will reimburse the Consultant for its costs to comply with the transfer request.
 3. Consultant shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Consultant or its Subconsultants previous to or independent of this Contract ("Previously/Independently Created Works"). Consultant shall provide appropriate verification of such previous or independent development upon CITY's request.
 4. Upon receipt by Consultant of full payment due and owing for all services relating to preparation of the Documents, Consultant will issue to CITY a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
- (b) CITY acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by CITY or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by CONSULTANT.
 - (c) Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at CITY's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.
 - (d) CITY shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Consultant.
 - (e) Such limited license to CITY shall not create any rights in third parties.

- (f) Nothing herein limits the Consultant's right of use or reuse of Previously/Independently Created Works or any of Consultant's non-Document work product

8. **Insurance.**

- (a) Consultant shall, through the performance of its services pursuant to this Contract, maintain and provide to CITY within 10 days after the date of this Contract a certificate of insurance proving it has the following described insurance coverage's:
 - 1. Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of Consultant from or in connection with the performance of Consultants services. Consultant must maintain a comprehensive liability policy, including errors and omissions coverage, issued to Consultant as the insured. Said policy shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of Consultant in a minimum amount of \$2,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A-" or higher and (2) a financial size category rating of Class IV or higher. If Consultant maintains "claims-made" policies, Consultant shall obtain and pay for a reporting endorsement or "tail" coverage that shall extend coverage for a period of four (4) years after the termination of this Contract or any extension thereof.
 - 2. Commercial general liability insurance (including broad form contractual coverage), with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 per annual aggregate (per policy year) liability for protection from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Consultant's services hereunder or from or out of any act or omission of Consultant, its sub consultants, and their officers, directors, agents, and employees.
 - 3. Automobile liability insurance with minimum limits of \$2,000,000.00 per accident bodily injury and property damage.
 - 4. Workers' compensation insurance as required by applicable Florida law, or employer's liability insurance with respect to any employee not covered by workers' compensation with minimum limits of \$2,000,000.00 per accident.
- (b) All such insurance required in paragraph (a) shall be with companies and on forms acceptable to CITY, shall name CITY, and its agents,

employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.

- (c) Consultant shall indemnify and hold CITY, its employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, direct damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including attorneys' fees) to the extent caused by any negligent act or omission of Consultant, its sub consultants, and their officers, directors, agents, or employees, any failure of Consultant to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Consultant's representations as set forth in this Contract. To the extent that Consultant has to indemnify an CITY or CITY's agent for a claim arising from the provision of professional services, Consultant shall not have to indemnify the CITY or other CITY party to the extent that the damage is caused by or results from the negligence of an CITY or an CITY's agent or employee. In such situations, Consultant's obligation to indemnify shall not arise until there has been a final adjudication of liability. To the extent that a claim arises from the provision of professional services by Consultant, Consultant shall not have to afford a defense to CITY or any entity over which the CITY exercises some control. In such situations, Consultant shall have an obligation to reimburse CITY and/or CITY parties for reasonable defense costs but only to the same proportion as Engineer's liability as determined upon a final adjudication of liability. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- (d) Consultant will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Consultant within Seven (7) days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Consultant, and (3) a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Consultant will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Consultant will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Consultant for all times subsequent to the date of this Contract.

9. **Representations.** Consultant hereby represents to CITY that:

- (a) It has the experience and skill to perform the services required to be performed by this Contract.
- (b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Consultant to remove, and Consultant shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.
- (c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.
- (d) It shall perform said services in accordance with generally accepted professional standards in an expeditious and economical manner.
- (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
- (f) The designs, plans, drawings, specifications, or other work product of Consultant shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.

10. **Warranty Disclaimers and Limitations.** EXCEPT AS TO THE WARRANTIES SET FORTH HEREIN, SERVICE PROVIDER AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF KIND, EXPRESS OR IMPLIED, AND DISCLAIM ALL WARRANTIES DERIVING FROM, RELATED TO, OR ARISING OUT OF TITLE, MERCHANTABILITY, AND FITNESS FOR THE PARTICULAR PURPOSE SPECIFIED UNDER THIS AGREEMENT.

11. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum three (3) copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this Contract, at its own expense. The copies shall be furnished as they are prepared and completed by Consultant, and if CITY requires additional copies, Consultant shall promptly furnish the copies to CITY at a reasonable cost for the reproduction.

12. **Expense Records.** Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Task Authorization is completed, or such longer period of time as may be required by this Contract or law, whichever is later. Consultant agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Consultant, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.
13. **Termination, Suspension, Disputes, or Abandonment.** Either party may terminate this Contract for failure of the other party to substantially perform this Contract. CITY shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant. Upon fourteen (14) days written notice, Consultant shall have a right to suspend the Services in the event of: (a) non-payment; (b) any material breach by CITY; or (c) if required to avoid harm to Consultant or any third party. Such suspension will only apply to those parts of the Services to the extent and duration necessary to address the breach or threat and in case of non-payment, until payment is received in full.
- (a) If Continuing Service Projects are abandoned or suspended by CITY, CITY shall pay Consultant all fees which have become due and payable to Consultant for that portion of the work of Consultant completed prior to such abandonment or suspension, and CITY shall have no further obligation to Consultant for payment to Consultant of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Consultant, at the option of CITY, shall complete the services of Consultant under this Contract upon resumption by CITY of Continuing Service Projects, and Consultant shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Consultant under this Contract unless and until Consultant has attained and completed that stage of work where the same would be due and payable. If Continuing Service Projects are resumed by CITY within 365 days after it was abandoned or suspended, the fees and compensation payable by CITY to Consultant for the work of Consultant hereunder subsequent to such resumption shall be the amounts provided in Exhibit B – BGE Southeast Hourly Rate Schedule, not previously paid by CITY to Consultant. If Continuing Services Projects are resumed by CITY subsequent to 365 days after its abandonment or suspension, the unpaid balance of the fees and compensation payable by CITY to Consultant pursuant to the provisions of Exhibit B – BGE Southeast Hourly Rate Schedule shall be adjusted upward

or downward in direct ratio to any increase or decrease in the cost of living in the United States of America, between the date of such abandonment or suspension of Continuing Service Projects and the date of such resumption thereof, as reflected by the Consumer Price Index for all items prepared and kept by the U.S. Department of Labor.

- (b) In the event of any such suspension or termination without cause, CITY shall pay to Consultant only that portion of the fee and compensation hereunder for the Basic Services of Consultant which has become due and payable to Consultant under the provisions of this Contract, and the remainder of Consultant's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by CONSULTANT as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Consultant to the contrary, Consultant shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Consultant shall perform its remaining services in accordance with the terms of this Contract and Consultant shall be entitled to time extension equal to the period of suspension.

- 14. **Assignability.** This Contract is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Consultant, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.

- 15. **Errors and/or Omissions.** Consultant shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) negligent errors and/or omissions made by Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the project's Scope of Services for Consultant, and (2) negligent acts or omissions on the part of Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services for Consultant. It is the intent of the parties hereto that Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Consultant under this Contract. CITY will hold Consultant harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

- 16. **Litigation Fees and Expenses.** In the event any dispute arises with respect to this Contract, the non-prevailing party shall pay the prevailing party's costs and expenses (including without limitation attorneys' fees and expenses) incurred in connection with such dispute.

16. Subconsultants/Separate Consultants.

- (a) Any proposed sub consultants shall be submitted to CITY for approval prior to Consultant entering into a subconsultant agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Consultant in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.
- (b) Consultant shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by Consultant or its subconsultants, and Consultant shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to CITY. Consultant shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, or specifications incorporating such corrections or revisions at its sole cost and expense.
- (c) Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward Consultant all the obligations which Consultant by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Contract.
- (d) Consultant shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Consultant shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

17. **Key Employees.** CITY has relied upon and hired Consultant because of the involvement of certain individuals employed by Consultant identified in Exhibit A, and Consultant agrees that the persons (Key Employees) listed in Exhibit A shall be assigned to Continuing Service Projects. Consultant shall not remove any Key Employee from Continuing Service Projects absent prior written consent of CITY for any reason other than termination of employment.

18. **Governing Law.** This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Consultant arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be

submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

19. **Consultant's Competitive Negotiation Act.**

- (a) If the total fee paid to Consultant exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR, the following provisions of the Consultant's Competitive Negotiation Act, Section 287.055(5)(a), Florida Statutes, shall apply:

1. Consultant shall execute and furnish to CITY a "Truth-in-Negotiation Certificate" (Exhibit F, Attachment 5) stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing each Task Assignment.
2. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.

20. **Force Majeure.** Neither party to this Contract shall be responsible for any delays or failure to perform any provision of this Contract (other than payment obligations) due to acts of God, , pandemics, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.

21. **Entire Agreement.** This Contract, its attachments and the RFQ documents incorporated by reference represents the entire and integrated agreement between CITY and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both CITY and Consultant.

22. **Evaluation.** Consultant will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Consultant's past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to Consultant upon request.

23. **PUBLIC RECORDS. IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE**

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Jodi Wilkeson
City Council President

CONSULTANT

BGE, INC.

By: James Kelly
Name: James Kelly, PE
Its: Director, Land/Site, Associate

ATTEST:

By: _____
Lori L. Hillman, City Clerk

ATTEST:

By: Alexander Hulbert
Print Name: Alexander Hulbert
Title: Project Manager, Land/Site

EXHIBIT A



Request for Qualifications

City of Zephyrhills

**Professional Services - CRA, Planning
and Public Works | 35-22-05**

October 7, 2022



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**City of Zephyrhills
RFQ Response Form**

PROJECT IDENTIFICATION NUMBER: 35-22-05

PROJECT NAME: Professional Services-CRA, Planning and Public Works

RFQ DEADLINE: September 30, 2022 before 11:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualification is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: 74-1817951

Required Documents:

- | | |
|--|--|
| ☒ Cover Page, Pg 1 | ☒ RFQ Response Form, Pg 3 |
| ☒ Applicant Firm Sheet, Pg 27 | ☒ RFQ Table of Contents, Pg 28 |
| ☒ SubConsultant/Contractor, Pg 29 | ☒ References, Pg 30 |
| ☒ Public Entity Crimes, Pg 33 | ☒ Error & Omissions, Pg 38 |
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| ☒ References-Pg 30 | ☒ Business Tax Receipt and Licenses, etc |
| ☒ Non Collusive, Pg 36 | ☒ Drug Free Workplace, Pg 31 |
| ☒ Resumes & Organization Chart, Pg 23 | |

FIRM NAME: BGE, Inc.

SUBMITTER'S NAME/TITLE: James Kelley, PE | Director, Land/Site Development - Tampa

ADDRESS: 2203 North Lois Avenue, Suite G300, Tampa, Florida 33607

TELEPHONE NUMBER 813-848-0901 FAX N/A

EMAIL ADDRESS jkelley@bgeinc.com

Firm Representative Signature: *James Kelley* **Date** October 7, 2022

Notary or Corporate

Angela Adams



ANGELA ADAMS
Notary Public
State of Florida
Comm# HH187304
Expires 10/17/2025

SUBMIT RESPONSE TO:		REQUEST FOR QUALIFICATIONS
CITY OF ZEPHYRHILLS VIA: BIDNETDIRECT.COM CUST NUMBER: 800-835-4603 BETWEEN 8 A.M-8 P.M.		Response Acknowledgement

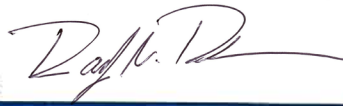
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455
---	---

PROPOSAL DOCUMENTS MAY BE OBTAINED AT:
 BIDNETDIRECT.COM
 5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department

PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE	PROPOSAL RESPONSES OPENING DATE/TIME
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works	SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.
PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None DATE: NONE SCHEDULED TIME:			RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

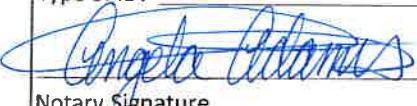
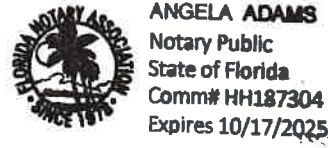
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS: BGE, Inc. 2203 North Lois Avenue, Suite G300, Tampa, Florida 33607 TELEPHONE NUMBER: 813-848-0901 EMAIL ADDRESS: rrandermann@bgeinc.com	If returning as a "NO" state reason:
--	--------------------------------------

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.	FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: 74-1817951 
--	--

AUTHORIZED SIGNATURE Randy Randermann, PE Southeast Region Operations Leader
PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this <u>30</u> day of <u>September</u> , 2022 Personally known: ☒ Or produced identification: ☐ Type of ID: _____  _____ Notary Signature _____ State <u>Florida</u> My commission expires: <u>10/17/2025</u>	AFFIX NOTARY STAMP BELOW 
---	--

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BGE, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from FATCA reporting code (if any) N/A (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 10777 Westheimer, Suite 400	Requester's name and address (optional)
6 City, state, and ZIP code Houston, TX 77042	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
7	4		-	1	8	1	7	9 5 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

1-1-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

APPLICANT FIRM

Project Title

Professional Services - City Wide for CRA, Planning and Public Works

Applicant Firm Name

BGE, Inc.

Address

2203 North Lois Avenue, Suite G300, Tampa, Florida 33607

Phone Number

813-848-0901

Fax Number

N/A

Contact Person and Email

Alexander Hulbert | Project Manager
ahulbert@bgeinc.com

Alternative Contact Person and Email

James Kelley, PE | Director, Land/Site Development - Tampa
jkelley@bgeinc.com

Federal Tax ID Number

74-1817951

Type Ownership

Corporation

Submittal for

Branch Company

Former Parent Companies

BGE does not have a former parent company.

Name/Title/Phone Number of Two Principals

- Lee C. Lennard | President | 281-558-8700
- Randy Randermann, PE | Senior Vice President, Southeast Region Operations Leader | 281-558-8700

Present Offices / Number of Personnel

- Sarasota, Florida: 8
- Tampa, Florida: 15
- Vero Beach, Florida: 8
- Jacksonville, Florida: 2
- Fayetteville, Arkansas: 11
- Monticello, Arkansas: 3
- Atlanta, Georgia: 24
- Charlotte, North Carolina: 29
- Raleigh, North Carolina: 11
- Austin (North), Texas: 96
- Austin (South), Texas: 60
- Dallas, Texas: 18
- Fort Worth, Texas: 40
- Frisco, Texas: 128
- Houston, Texas: 327
- Katy, Texas: 53
- San Antonio, Texas: 69
- The Woodlands, Texas: 28
- Waco, Texas: 12
- Yoakum, Texas: 3

SUBCONSULTANT/FIRM DATA SHEET

Subconsultant/Construction Firms

Firm Name	Address	Services to be Provided
Perry Becker Design	3657 Maguire Blvd #150 Orlando, FL 32803	Landscape Architecture
Dewberry	2201 Cantu Court, Suite 107 Sarasota, FL 34232	Survey Mapping

FINANCIAL RESPONSIBILITIES

Banking Reference

Allegiance

Christy Tabor | Assistant Office Manager
6363 Woodway Dr., Suite 100
Houston, Texas 77057
281-894-3242 | Direct
281-517-8740 | Main
713-706-3661 | Fax
NMLS# 451312
christy.tabor@allegiancebank.com

Failure to Complete

BGE has never failed to complete any work awarded to it or been removed from any project.

Bonding Company/Agent

BGE does not use a bonding company, as an engineering firm, but below is the contact information for our Professional Liability Insurance company:

USI Southwest

9811 Katy Freeway, Suite 500
Houston, Texas 77024
713-490-4600

BUSINESS REFERENCES

Company Name: Gateway Downtown Prop, Inc.

Project Title: Gateway Subdivision MPUD

Project Location: Zephyrhills, Florida

Project Start | Completion Date: May 2021 | December 2021

Project Description: An infill form-based code inspired residential subdivision with commercial elements.

Owner Name: Earl Young, Clyde Biston

Owner Address: 5335 8th Street, Zephyrhills, FL 33542

Phone Number and Email Address: 813-476-4253; earlinatod@gmail.com

Project Amount: \$1,200,000+/- (Construction Estimate)

Services Completed in Budget: Yes

Services Completed on Time: Yes

Company Name: Island 301, Inc.

Project Title: Island 301 Outparcel 1

Project Location: Zephyrhills, Florida

Project Start | Completion Date: July 2021 | September 2022

Project Description: Commercial strip plaza developed on an out parcel for a master commercial parcel.

Owner: Santo Carollo

Owner Address: 5335 8th Street, Zephyrhills, FL 33542

Phone Number and Email Address: 727-410-6306; santo@olproducts.com

Project Amount: \$2,100,000+/- Construction

Services completed in Budget: Yes

Services completed on Time: Yes

Company Name: RDPD IV, LLC

Project Title: Wilson Townhomes

Project Location: Zephyrhills, Florida

Project Start | Completion Date: July 2022 | November 2023 (estimated)

Project Description: An infill townhome subdivision adjacent to public school and commercial centers.

Owner: Chad Pettinato

Owner Address: PO Box 566, Zephyrhills, FL 33539

Phone Number and Email Address: 813-778-11840; chadp.phs@gmail.com

Project Amount: \$4,100,000+

Services completed in Budget: Project is ongoing

Services completed on time: Project is ongoing

Company Name: Manatee County Property Management Department

Project Title: G.T. Bray Park Improvements (Baseball, Softball, Football & Soccer Areas)

Project Location: Manatee County, Florida

Project Start | Completion Date: March 2020 | March 2021

Project Description: BGE provided final design, permitting, and construction administration services for improvements within the existing G.T. Bray Park for Manatee County Government.

Owner Name: Manatee County Property Management Department

Owner Address: 1112 Manatee Avenue West, Suite 800, Bradenton, FL 34205

Phone Number and Email: 941-749-3003; tom.yarger@mymanatee.org

Project Amount: \$3,941,000

Services Completed in Budget: Yes

Services Completed on Time: Yes

Company Name: Manatee County Property Management Department

Project Title: Blackstone Park Improvements

Project Location: Manatee County, Florida

Project Start | Completion Date: January 2019 | April 2020

Project Description: BGE provided final design, permitting, and construction administration services for improvements within the existing Blackstone Park for Manatee County Government.

Owner Address: 1112 Manatee Avenue West, Suite 800, Bradenton, FL 34205

Phone Number and Email: 941-749-3003; tom.yarger@mymanatee.org

Project Amount: \$3,941,000

Services Completed in Budget: Yes

Services Completed on Time: Yes

Company Name: Sarasota County

Project Title: Sarasota County Fire Station #8

Project Location: Sarasota County, Florida

Project Start | Completion Date: September 2019 | December 2020

Project Description: BGE provided rezone, final design, permitting, LEED support, and construction administration services for the site work associated with a new 12,380 sf fire station building and 6,757 sf special operations building for Sarasota County Government.

Owner Name: Sarasota County

Owner Address: 4000 S. Tamiami Trail Venice, FL 34293

Phone Number and Email: 941-549-4549; khumphre@scgov.net

Project Amount: \$5,600,000

Services Completed in Budget: Yes

Services Completed on Time: Yes

Company Name: Manatee County Property Management Department

Project Title: Manatee County EMS Station 10

Project Location: Manatee County, Florida

Project Start | Completion Date: August 2022 | TBD

Project Description: BGE provided final design and permitting services for the site work associated with a new 5,000± sf EMS Station 10 building for Manatee County Government.

Owner Name: Manatee County Property Management Department

Owner Address: 1112 Manatee Avenue West, Suite 800, Bradenton, FL 34205

Phone Number and Email: 941-749-3003; tom.yarger@mymanatee.org

Project Amount: \$1,600,000

Services Completed in Budget: TBD

Services Completed on Time: TBD

Company Name: Manatee County Property Management Department

Project Title: Manatee County Lifeguard Stations

Location: Manatee County, Florida

Project Start | Completion Date: January 2020 | October 2020

Project Description: BGE provided permitting support services for two permanent and nine portable lifeguard towers located at Coquina Beach and Manatee Public Beach for Manatee County Government.

Owner Name: Manatee County Property Management Department

Owner Address: 1112 Manatee Avenue West, Suite 800, Bradenton, FL 34205

Phone Number and Email: 941-749-3003; tom.yarger@mymanatee.org

Project Amount: \$1,940,000

Services Completed in Budget: Yes

Services Completed on Time: Yes

Company Name: Davis Tucker Group (Owner's Representative)

Project Title: Connerton Medical Office Building

Project Location: 8257 Land O Lakes Blvd, Land O Lakes, FL 34638

Project Start | Completion Date: August 2021 | Ongoing

Project Description: Site development for medical office building and outparcel.

Owner Name: Scott Sutek

Owner Address: 10012 N. Dale Mabry Hwy Suite 214, Tampa, Florida 33618

Phone Number and Email: 813.908.2200, scott@davistuckergroup.com

Project Amount: \$75,100

Services Completed in Budget: Yes

Services Completed on Time: Yes

EXHIBIT A

BUSINESS LICENSES AND TAX RECEIPTS

Receipt # 1360097		Control No. 0792886	
For Period Commencing JULY 1ST, 2022		and ending September 30, 2023	
Total: 241.52		Dated 09/20/2022 Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, <u>Zoning and other land use regulations</u> . If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107041	ENGINEER	\$231.52	
993000	ADMIN HANDLING FEE	\$10.00	
Business Name and Address		Business Name and Location	
BGE INC ATTN: H MORRISON 10777 WESTHEIMER ROAD SUITE 400 HOUSTON TX 77042		JAMES GRANT VITTER PE59536 2203 N LOIS AVE G300 TAMPA FL 33607	

2023

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: WEB

Print

Licensee

Name: **BGE, INC.**

License Number: **32116**

Rank: Registry

License Expiration Date:

Primary Status: **Current**

Original License Date: **05/24/2017**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
59536	Current, Active	VITTER, JAMES GRANT II	Registry	06/30/2020	Professional Engineer	02/28/2023

State of Florida

Department of State

I certify from the records of this office that BGE, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 21, 2016.

The document number of this corporation is F16000005230.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 27, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2022*



Randy Rye
Secretary of State

Tracking Number: 6684823351CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that BGE, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

October 7, 2022

Date

PUR062.036
re. 10/97

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)

by Randy Randermann, PE | Senior Vice President/Officer
(print individual's name and title)

for BGE, Inc.
(print name of entity submitting sworn statement)

whose business address is

2203 North Lois Avenue, Suite G300, Tampa, Florida 33607

and (if applicable) its Federal Employer Identification Number (FEIN) is 74-1817951

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: Randy Randermann, PE | Senior Vice President/Officer

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this 7 day of October,
2022

Personally known Yes

Or Produced identification _____
Notary Public – State of _____

Angela Adams
My commission expires 10/2025
(Type of Identification)



ANGELA ADAMS
Notary Public
State of Florida
Comm# HH187304
Expires 10/17/2025

(Printed, Typed or stamped commissioned name of notary public)

Addenda Receipt Acknowledgment
35-22-05

Addendum # <u>1</u>	Date <u>September 16, 2022</u>	Initials <u>JK</u>
Addendum # <u>2</u>	Date <u>September 27, 2022</u>	Initials <u>JK</u>
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____

Firm Representative:

James Kelley October 7, 2022
Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT

35-22-05

State of Florida
County of Pasco County

Randy Randermann, PE, being first duly sworn, deposes and says that he/she is
Senior Vice President/Officer, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.



Officer

BGE, Inc. (Company Name)

State of Florida
County of Pasco County

The foregoing instrument was acknowledged before me this 7 day of October
by

Randy Randermann, PE | Senior Vice President (name and title of corporate officer)
of BGE, Inc. (Name of Corporation),
a Texas (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced personally known (Identification type)
as identification.



(Signature line for notary public)

Angela Adams

(Name of notary type, printed or stamped)

(Title or rank)

My commission expires: 10/2025
Serial number, if any _____



ANGELA ADAMS
Notary Public
State of Florida
Comm# HH187304
Expires 10/17/2025

E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: BGE, Inc.

Authorized Signature:



Title: Senior Vice President

Date: October 7, 2022

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

Upon review of this Request for Qualification documents are you aware of any apparent errors or omissions?

☐ YES

☒ NO

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

Company/Firm: BGE, Inc.
Authorized Signature: 
Title: Senior Vice President
Date: October 7, 2022

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**

35-22-05

**PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS**

1. The prospective Vendor, BGE, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm: BGE, Inc
Name of Company – Please Print

Signature: 
Authorized Company Representative

Name/Title: James Kelley, PE | Director, Land/Site Development- Tampa

Address: 2203 North Lois Avenue, Suite G300, Tampa, Florida 33607

Date: October 7, 2022

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS.**



Authorized Signature

October 7, 2022

Date

Randy Randermann, PE | Senior Vice President

Printed Name

BGE, Inc

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
____ 7 ____ day of ____ October ____ A.D. 2022



ANGELA ADAMS
Notary Public
State of Florida
Comm# HH187304
Expires 10/17/2025

(Seal)

By: _____



Title: _____



October 7, 2022

Karen Miller
City of Zephyrhills | Purchasing Department
5335 8th Street
Zephyrhills, Florida 33542

RE: Professional Services-CRA, Planning and Public Works

Dear Ms. Miller,

It is an exciting time in the development of the City of Zephyrhills as it is becoming a major destination for people and businesses relocating to the Tampa Bay Area. Credit is due to the City of Zephyrhills and the Community Redevelopment Agency for their forward thinking and great intentions for the community. From enhanced sidewalk connectivity throughout downtown, improving access to schools and public amenities, to developing a sense of place and gathering in local parks, to modernizing City infrastructure through asset management systems, Zephyrhills is transforming into a modern city, attracting development and residents across its footprint.

BGE, Inc. (BGE) is thrilled to have the opportunity to be a part of this exciting future. We look forward to coming along with the City and the CRA to enhance the lives of the people who live and visit the City of Pure Water. Please accept this response to your Request for Qualifications for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy Randermann".

Randy Randermann, PE
Senior Vice President

A handwritten signature in blue ink, appearing to read "James Kelley".

James Kelley, PE
Principal in Charge

A handwritten signature in blue ink, appearing to read "Alexander Hulbert".

Alexander Hulbert
Project Manager

5.1 QUALIFICATION AND EXPERIENCE OF PROPOSED PROJECT TEAM

Individuals in Key Roles

Team Member Role % of Time	Description of Experience
Alexander Hulbert Project Manager 50%	Alexander has 22 years of project management and civil design experience in land development, site design, and municipal projects. He specializes in land and site development design, including land planning, stormwater drainage systems, utilities, and permitting/coordination efforts. He has served as project manager on large-scale residential, commercial, mixed-use developments, parks, stormwater management, utility improvements, roadway projects, and infrastructure design projects in the eastern United States.
James Kelley, PE Principal in Charge/Project Director 30%	James will act as the Principal in Charge/Project Director for this contract and will ensure that project protocols are followed. He will provide expertise and support to each of the projects as needed by the Project Manager and will be the primary Engineer of Record. James has over 24 years of civil engineering experience in land development, site design, and municipal projects. He specializes in land and site development design, including land planning, stormwater drainage systems, utilities, and permitting/coordination efforts. He has served as project manager on large-scale residential, commercial, mixed-use developments, parks, water resources, stormwater management, utility improvements, roadway, and infrastructure design projects across the United States. James has also acted in the role of District Engineer for Municipal Utility Districts and been the Project Manager/Engineer of Record for Continuing Service contracts with other municipalities in Florida.
David Perry, PLA, AICP, ASLA Landscape Architecture 20%	David has spent the last 32 years of his career leading multi-disciplinary teams in the development of extremely complex planning and design related projects ranging from resorts and theme parks, to CRA corridor and community redevelopment plans, urban waterfronts, streetscapes and public parks. He has focused his career on planning and designing vibrant, memorable and financially sustainable communities with a specific interest in redevelopment planning.

Principal Point of Contact



Alexander Hulbert will be BGE's principal point of contact from start to finish. He has lived and worked in the Zephyrhills and East Pasco area for most of his career. He sits on the board for the Great Zephyrhills Chamber of Commerce and the Chamber's Economic Development Council. As a priority of the City, the Chamber works to bring about economic development in the community.

Alexander is familiar with the goals and aspirations that the City holds in high esteem for the betterment of the citizens living and working in the area. He and BGE offer experience and skills through years of expertise in many of the areas that the City is looking to grow and improve. BGE is heavily vested in all its clients, going so far as to call them client partners. BGE strives to come alongside their clients to partner in long-term successful relationships. Please see Alex's specific experience on the following page.



Alexander Hulbert

Project Manager

FIRM

BGE, Inc.

YEARS OF EXPERIENCE: 22

EDUCATION

AA in Liberal Arts, Pasco - Hernando Community College, 2002

BACKGROUND

Alexander has 22 years of project management and civil design experience in land development, site design, and municipal projects. He specializes in land and site development design, including land planning, stormwater drainage systems, utilities, and permitting/coordination efforts. He has served as project manager on large-scale residential, commercial, mixed-use developments, parks, stormwater management, utility improvements, roadway projects, and infrastructure design projects in the eastern United States.

VA Clinic ■ Zephyrhills, Florida

Project manager for site design of a 10-acre commercial master plan with a VA clinic as the anchor. The project included due diligence, conceptual site design, rezoning, master storm drainage in a basin of special concern, floodplain compensation, utility design, grading, site layout, and permitting through the City of Zephyrhills, Pasco County, Florida Department of Transportation, and the Water Management District.

Trulieve ■ Zephyrhills, Florida

Project manager for site design of an out parcel for a commercial center for a small strip plaza with Trulieve as the anchor. The project included due diligence, conceptual site design, storm drainage modification to existing master stormwater permitted in a basin of special concern, utility connection design, grading, site layout, and permitting through the City of Zephyrhills, and the Water Management District.

EZ Clean Car Wash ■ Zephyrhills, Florida

Project manager for site design of a car wash redevelopment in Zephyrhills, Florida. The project included demolition of the existing building, rerouting traffic patterns, driving decks over existing stormwater ponds, relocating storm volumes, and grading a new parking lot for vacuum stations. Much of the existing site was untouched and reused including drainage and water and sewer connections. Permitting included the City of Zephyrhills, Florida Department of Transportation, and SWFWMD.

EZ Clean Car Wash ■ Dade City, Florida

Project manager for site design of a car wash redevelopment in Dade City, Florida. The project included demolition of the entrance and regrading for vacuum stations. The stormwater system was rerouted and updated to current standards. Traffic patterns were slightly modified, driving decks over existing stormwater ponds, relocating storm volumes, and grading a new parking lot for vacuum stations. The existing automatic car wash and service station was untouched along with existing utility connections. Permitting included the City of Zephyrhills and SWFWMD.



James Kelley, PE

Principal in Charge/Project Director

FIRM

BGE, Inc.

LICENSES

Florida PE No. 68699

YEARS OF EXPERIENCE: 24

EDUCATION

BS In Civil Engineering, New Mexico State University, 1998

BACKGROUND

James has 24 years of civil engineering experience in land development, site design and municipal projects. He specializes in land and site development design, including land planning, stormwater drainage systems, utilities and permitting/coordination efforts. He has served as project manager on large-scale residential, commercial, mixed-use developments, parks, water resources, stormwater management, utility improvements, roadway projects and infrastructure design projects across the United States.

The Back Yard ■ *Zephyrhills, FL, City of Zephyrhills*

Engineer of Record. Provided final design and permitting services for the site work associated with a new 0.16-acre urban pocket park, including an updated storm sewer design in the area for the City of Zephyrhills. The project included all aspects of site design, including drainage, floodplain management, paving, utilities, and coordination.

Sunlake Boulevard Utility Extensions ■ *Pasco County, FL, Metro Development*

Project manager. Designed the utility infrastructure extensions to provide over 4 miles of master mains for water, sanitary sewer force main and reclaimed water to supply a new 7,000-acre development in Pasco County. The design also included two miles of force main extension along SR52 in the FDOT right of way that will ultimately be turned over to Pasco County.

I-75 Rest Areas in Hillsborough County ■ *Ruskin, FL, FDOT District 7*

Project manager. The project consisted of designing new northbound rest area facilities along I-75 in Ruskin, FL. Design components included site development, building plans, landscaping and irrigation plans, environmental permitting and access ramps to I-75. James was in charge of over a mile of water, sanitary sewer gravity and force main design and lift station designs. Offsite utility extensions were also required within the Hillsborough County right of way.

I-75 Rest Areas in Charlotte County (C9W81) ■ *Charlotte County, FL, FDOT District 1*

Project manager. The project consisted of designing new northbound and southbound rest area facilities along I-75 in Charlotte County. Design components included site development, building plans, landscaping and irrigation plans, environmental permitting and access ramps to I-75 for each site. James was responsible for designing and permitting the water and sewer extensions to each of the rest areas and coordinating with the City of Punta Gorda.

Ajax Corporate Headquarters, Ajax Paving Company ■ *Temple Terrace, FL*

Project manager. Site design of a 4-acre commercial/industrial paving company headquarters. The project included due diligence for site selection, rezoning, comprehensive plan amendment, annexation into the City of Temple Terrace, storm drainage and water quality design, floodplain compensation, utility design, grading, site layout and permitting.



David Perry, PLA, AICP, ASLA

Landscape Architecture

FIRM

Perry Becker Design

LICENSES

Licensed Landscape Architect Florida #1538

YEARS OF EXPERIENCE: 32

EDUCATION

BLA, University of Florida

BACKGROUND

David has spent the last 32 years of his career leading multi-disciplinary teams in the development of extremely complex planning and design related projects ranging from resorts and theme parks, to CRA corridor and community redevelopment plans, urban waterfronts, streetscapes and public parks. He has focused his career on planning and designing vibrant, memorable and financially sustainable communities with a specific interest in redevelopment planning.

Transportation Planning and Design

- BVD Corridor Area Development Design, Orlando, Florida
- Clematis Streetscape Redevelopment, West Palm Beach, Florida (Phase II)
- Delray Beach – Atlantic Avenue Streetscape
- Downtown Cape Coral Streetscape Master Plan, Cape Coral, Florida
- Jacksonville CRA Master Wayfinding and Transit Stop Design and Location Masterplan
- Innovation Place Multi-Modal Transit Hub
- LYNX Transit Planning Analysis and Study
- Williams Property Brightline High Speed Rail Station, Lakeland, Florida
- Seminole County CRA - US 17-92 Catalyst Site Redevelopment and Transit Hub Masterplan

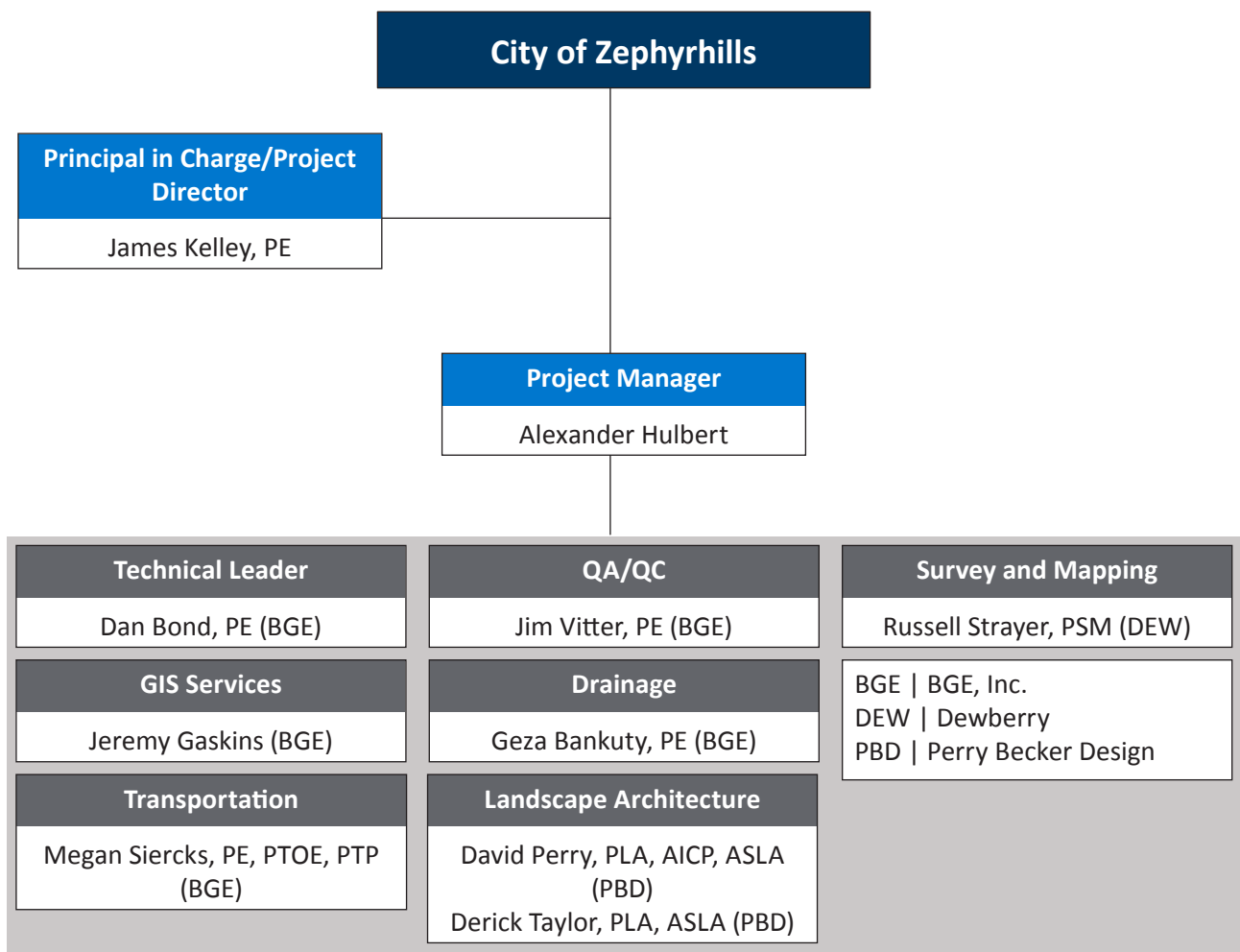
Streetscape Design

- Osceola County US-192 improvements
- Epcot Center Drive Area Development Design, Orlando, Florida
- FDOT SR 9A and 9B Interchange Design
- FDOT SR 80 Corridor Streetscape
- FDOT Jupiter Interchange Design
Jupiter, Florida
- FDOT Palm Beach Gardens Interchange Design
- Orange County 436 Corridor Streetscape
- Casselberry 436 Streetscape Casselberry, Florida
- Stuart CRA - Downtown Streetscape Master Plan, Stuart, Florida
- Seminole County CRA - US 17-92 Streetscape Redevelopment Design Guidelines
- Delray Beach CRA - Delray Master Streetscape Design Guidelines
- Boynton Beach Federal Highway Streetscape, Boynton Beach, Florida
- Creative Village Streetscape Master Plan, Orlando, Florida
- Delray Beach 2nd Avenue Streetscape/Redevelopment
- Disney's Flamingo Crossings Streetscapes
- Dunn Avenue and Main Street Streetscape Master Plan, Jacksonville, Florida
- New Kings Road Urban Streetscape Master Plan, Jacksonville, Florida
- El Campeon Streetscape West Palm Beach, Florida
- Front Street Redevelopment Plan St. Maarten, N.A.
- Lake Emma Road Streetscape Seminole County, Florida
- Seminole County US 17-92 Corridor/Streetscape Redevelopment Plan
- Seminole County 17-92 CRA Master Wayfinding and Signage Program
- State Road 434 Streetscape, Oviedo, Florida

Various Services

Service	Team Member
GIS	Jeremy Gaskins
Transportation	Megan Siercks, PE, PTOE, PTP
Drainage	Geza Bankuty, PE
Survey and Mapping	Russell Strayer, PSM (DEW)
Landscape Architecture	David Perry, PLA, AICP, ASLA (PBD) Derick Taylor, PLA, ASLA (PBD)

Organizational Chart



5.5 STATEMENT OF WHY BGE SHOULD BE SELECTED

Established in 1975, BGE provides a comprehensive range of engineering, environmental, surveying, construction management, planning, and landscape architecture services for public and private clients. BGE is a privately owned corporation headquartered in Houston, Texas.

With more than **900 employees in 22 offices across the southeast, including four Florida locations**, BGE serves our clients by creating solutions to address their needs. Our business is built on relationships. Our goal is to serve as our clients' trusted advisors.



22
Offices Across
the Southeast

In 2022, Engineering News-Record ranked **BGE #105 in their "Top 500 Design Firms."**



900+
Employees

Our leadership team, led by Lee Lennard, President, and CEO, **is the fourth generation of owners of the company and speaks to the consistent excellence of BGE for 46 years.** As we grow we continue to be guided by our core values of integrity, respect, commitment, and excellent reputation.



#105 of
Top 500
Design Firms

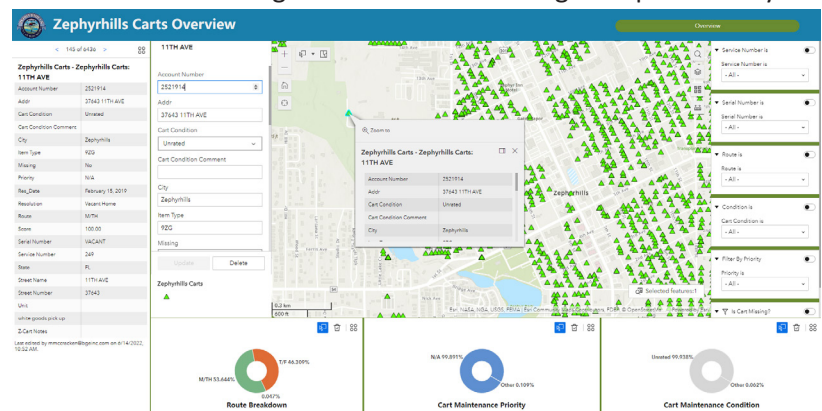
Previous Experience

In keeping with our legacy, today's management is committed to providing exceptional value-added service to our clients. We commit our passion, our talent, and our resources to address the most pressing needs of the communities we serve. These needs include community well-being and safety. We have had the privilege to partner with the City of Zephyrhills to work towards a safer pedestrian environment by designing sidewalks on existing streets within the CRA. Working with the City on the **sidewalk project**, we have demonstrated that we provide an open communication and problem-solving atmosphere. BGE has worked with the Public Works Department to work through potential conflicts that may arise during the construction of the sidewalks. These sidewalks will provide a safe path for school children and their family members to safely walk to and from the public schools within the community.

BGE has also worked with the City to provide an **urban park** close to downtown. This pocket park is a gathering place for all citizens to enjoy. Enhancing the citizens' well-being is the focus of this project. As an added enhancement, improvements to the storm sewer within the vicinity of the urban park are part of this project. This **storm sewer improvement** will alleviate isolated flooding at an intersection and within an alleyway. Through this project, BGE has demonstrated how much we believe in the concept of client partners. BGE has been, and will continue to be, available throughout design, construction, and completion of the project to work with the City's departments, along with the county's fire rescue, to ensure safe access to the nearby fire station is achieved.

BGE has demonstrated our abilities to **map and track the City's assets through GIS**. BGE was asked to showcase possible solutions to mapping and tracking solid waste collection through GIS. BGE took existing data provided by the City as the basis of our mapping. As part of mapping solid waste receptacles, BGE showed how the City could leverage existing technology to enhance data analysis for fully utilizing existing resources.

BGE lives our belief, in not just having clients, but client partners. We strive with every project to build a trusted relationship to ensure future success.



5.6 APPROACH TO PROJECTS AND ABILITY TO FURNISH REQUIRED SERVICES

To ensure maximum efficiency and accuracy, BGE first needs to understand the project objectives that will arise with these civil engineering continuing services projects to create systematic and well-documented approaches to executing the projects. BGE will work with City/CRA staff and the entire design team to understand and document your objectives for each work assignment. We know that individual work assignments may include Public Works, CRA, and Planning services. These services might include stormwater management improvements, traffic and transportation improvements, GIS mapping and asset management, landscape architecture and planning, parks and recreations, surveys, and site and roadway improvements associated with renovations, alterations, and new construction projects.

Services and Provider

- **Storm Water Management, Drainage Design, Treatment, Retention and Permitting:** BGE
- **Roads, Bridges, Intersections, Roadway Lighting and Parking Facilities (including Signalization, Signage and Markings):** BGE
- **Traffic Control and Erosion Control Plans:** BGE
- **Pedestrian and Vehicular Traffic:** BGE
- **Landscaping and Landscape Architecture:** Perry Becker Design
- **Parks and Recreation:** BGE / Perry Becker Design
- **GIS Mapping and Asset Management Consulting:** BGE
- **Survey, SUE, and Data Collection:** BGE / Dewberry

Specific Abilities of BGE

Below are BGE's specific abilities relative to the scope of services for this project. Similar project examples begin on page 11.

Data Collection/Site Analysis

This initial phase is crucial for the success of a project. Our team will obtain necessary information, such as existing plans, record drawings, existing permits and other relevant data from public sources. We will then commence with conceptual design, preliminary engineering, and ultimately help establish a project budget estimate and schedule before moving into final detailed design. The data collection and site analysis include:

- Topographic and tree surveys, as well as boundary surveys, when applicable
- Subsurface utility engineering (SUE)
- Collection and review of record drawings and existing permits
- On-site investigation and field review of existing conditions

Conceptual Design

- Review project budget and objectives
- Formalize strategy
- Review City/CRA design standards and phasing requirements
- Review details of existing utilities and site constraints
- Verify permitting agencies



The BackYard

- Perform preliminary code search
- Research permitting requirements
- Determine drainage requirements
- Preliminary meetings with State department staff
- Determine subconsultants' involvement and design coordination
- Establish design criteria document to share with City/CRA and the design team
- Develop outline specifications from City/CRA requirements
- Prepare conceptual alternative analysis concept plans when applicable
- Review meetings with City/CRA to finalize selected concepts when applicable

Final Design and Permitting

In the detailed design phase, we will use City/CRA input from the conceptual design phase to transform the conceptual drawings into working drawings and specifications. BGE will coordinate directly with all of our subconsultants during the design process. A design kick-off meeting with City/CRA and the design team will occur when the final design phase starts. Typical final design and permitting items are outlined below.

- Design coordination with all design professionals
- Multiple drawing reviews by City/CRA – 30%, 60%, 90% (as may be requested by City/CRA)
- Delivery of final specifications and drawings
- Final drawing acceptance by owner
- Complete permit application processes to governmental agencies
- Processing and follow up with governmental agencies to obtain final construction authorization

Innovative Approaches to Project Implementation

Cost Control: We provide thorough quantities and bid schedules for bidding to help manage and minimize questions or discrepancies during procurement. We will work with City/CRA to develop a process for change orders, if requested.

Schedule Control: We expect to keep the project moving forward and on schedule through constant collaboration and planning, including regular schedule updates with our design team and City/CRA throughout the design and permitting phase of the project. During construction, regularly scheduled coordination meetings will be attended by BGE representatives.

Communication: All client communication related to the design and permitting of this project will come directly from BGE. Subconsultant communication will also flow through BGE. We will oversee all interaction, acting as a single point of contact for design and permitting and design changes/revisions.

Commissioning and Close-Out (Certifications): BGE anticipates being involved with the project management during construction and will provide construction phase services to City/CRA through close-out. Typically, there are regularly scheduled construction meetings that will maximize communication between the owner, contractor, and the design team during construction to minimize delays.

As the project completion progresses, BGE will follow through with the specific close-out information listed below in a timely manner to avoid delays in the process.

- Record drawings for utilities and drainage systems
- Testing results and reports
- Punch list(s) from BGE and all subconsultants
- Final walk through with City/CRA and contractor
- Certifications completed to governmental agencies



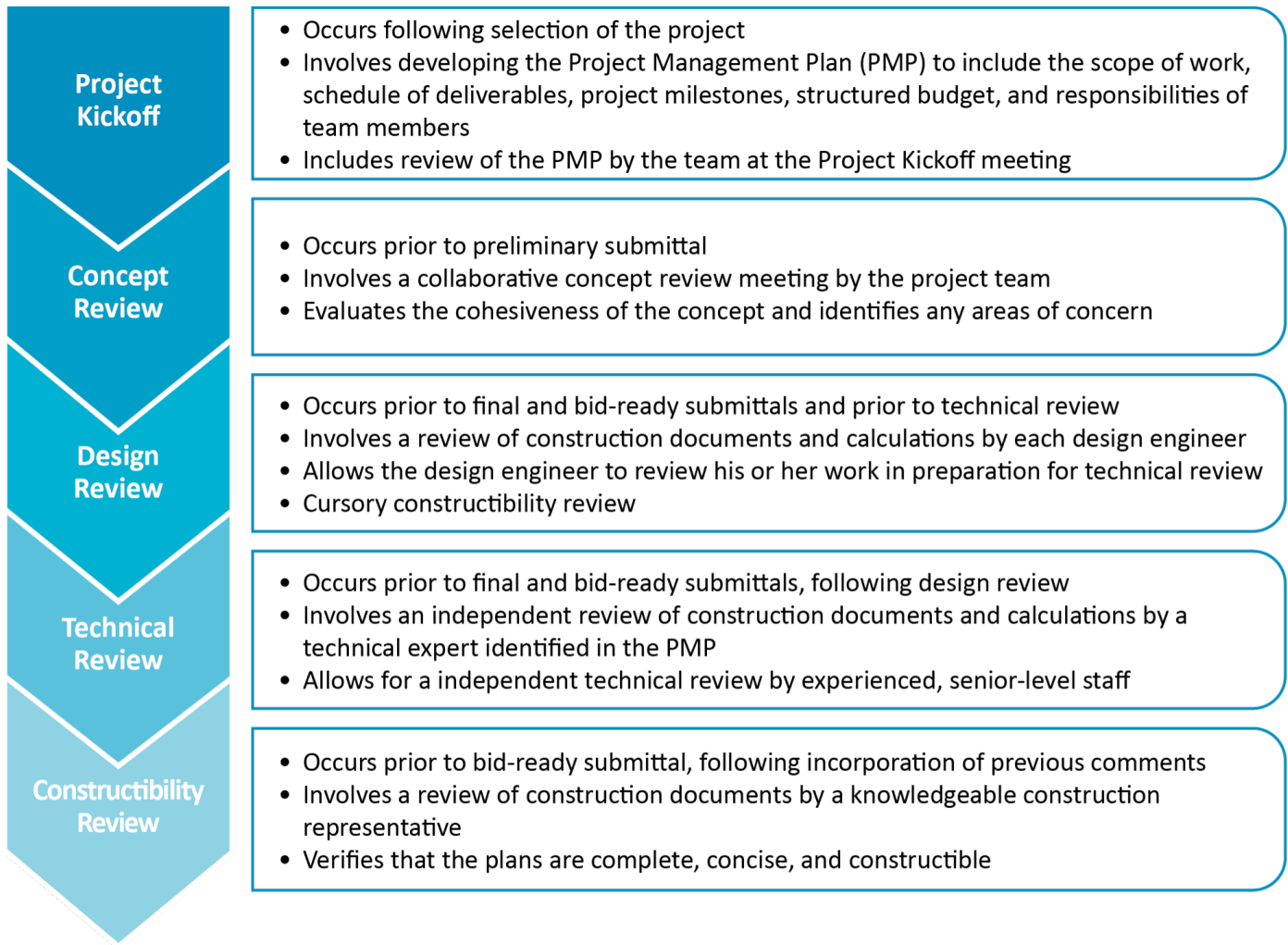
Quality Assurance/Quality Control Program

In all of BGE’s projects, our approach of working closely with client management, operating personnel, and stakeholders results in practical solutions. These solutions assist our clients by significantly reducing capital costs, as well as operations and maintenance costs. Each member of the team is expected to carefully complete and review each assignment. However, we have a thorough quality control process to make sure we meet the City’s expectations. During the kickoff meeting, we analyze the project approach, sequence, alternatives, assumptions, and risks associated with the project. BGE’s design projects include QC reviews at the 30, 60, and 90% stages of design.

These reviews serve as internal value engineering, often resulting in better and lower-cost ways of implementing projects. The reviews include process, equipment, discipline coordination, and constructibility assessments. Clients are invited to participate in these reviews if desired.

Delivering quality projects to our client goes beyond QC/QA plans and procedures. Key features of a quality project are complete contract documents and partnering. The contract will have the details necessary to construct the project cost-effectively, but does not dictate to the contractor the method or means of construction. This minimizes the claims and reduces the risk to all parties to the contract. Partnering during construction can reduce risk and claims since all the team members (contractor, engineer, and owner) have a clear understanding of the goals and expectations of the respective team members. In most cases, partnering provides a higher quality project at reduced cost than might otherwise be realized.

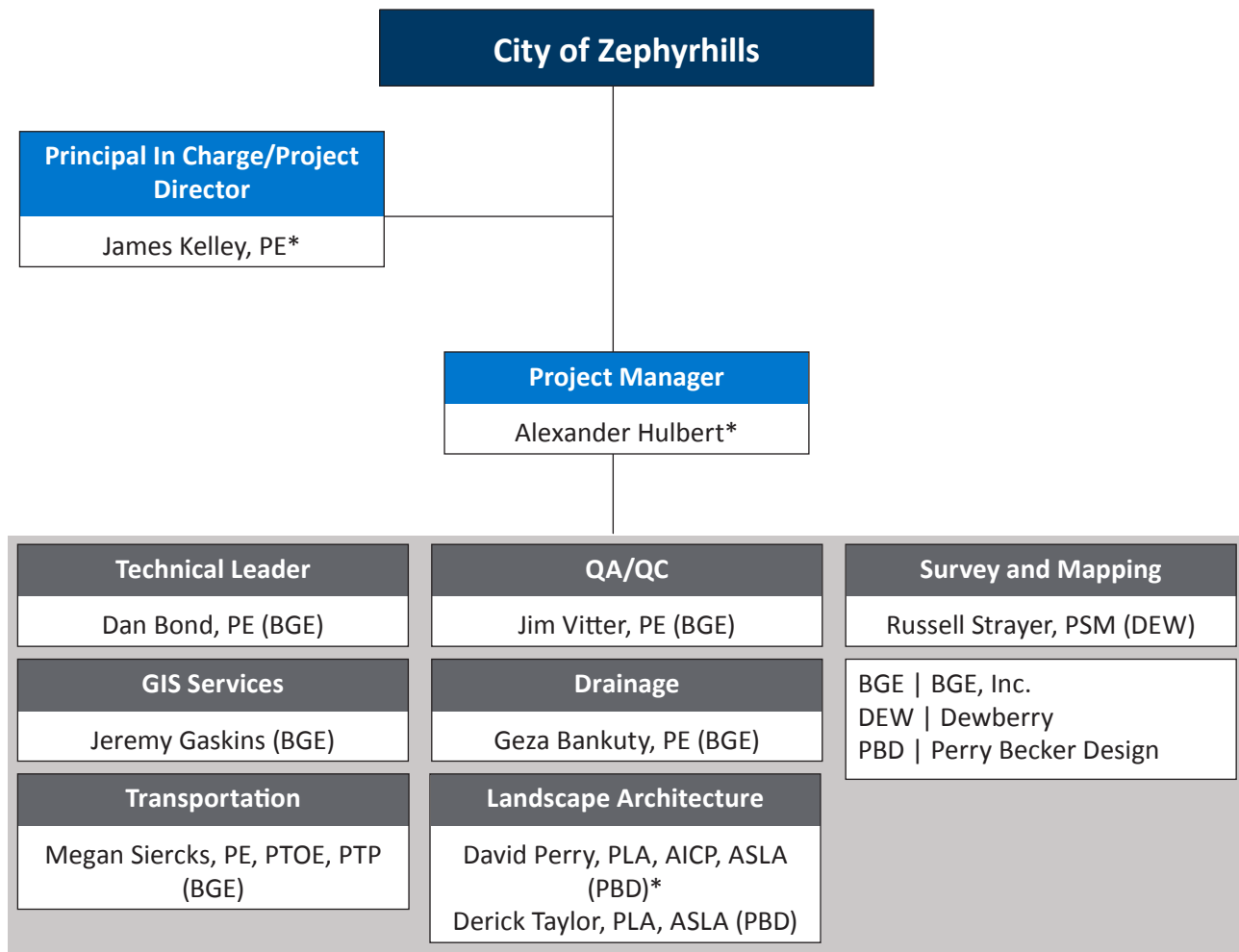
Alexander is skilled at bringing all stakeholders together to enhance communication and project quality.



5.7 ABILITY OF PROFESSIONAL PERSONNEL

Organizational Chart

Team Member	Description of Experience
Alexander Hulbert	Alexander has served as project manager on large-scale residential, commercial, mixed-use developments, parks, stormwater management, utility improvements, roadway projects, and infrastructure design projects in the eastern United States. Within Zephyrhills jurisdiction, Alexander has served as the Project Manager and Civil Design Manager for large single-family detached subdivisions, commercial parcels, and master plans. The majority of his experience is within East Pasco areas.
James Kelley, PE	With over 24 years of civil engineering experience, James has served as project manager on large-scale residential, commercial, mixed-use developments, parks, water resources, stormwater management, utility improvements, roadway projects and infrastructure design projects across the United States. James has been a licensed professional engineer since 2002 and is currently registered in nine states including Florida for the past 14 years.
David Perry, PLA, AICP, ASLA	David has led multi-disciplinary teams in the development of extremely complex planning and design related projects ranging from resorts and theme parks, to CRA corridor and community redevelopment plans, urban waterfronts, streetscapes and public parks. He has focused his career on planning and designing vibrant, memorable and financially sustainable communities with a specific interest in redevelopment planning.



*Key Team Members

The Back Yard (AKA Little But Loud)

City of Zephyrhills ■ Zephyrhills, Florida



FIRM

BGE, Inc.

DATE STARTED

August 2021

DATE COMPLETED

Ongoing

OWNER CONTACT

5335 8th Street, Zephyrhills,
Florida 33542

Gail K Hamilton, CRA

Director

813-780-0202

ghamilton@ci.zephyrhills.
fl.us

PROJECT DESCRIPTION

BGE provided final design and permitting services for the site work associated with a new 0.16-acre urban pocket park, including an updated storm sewer design in the area for the City of Zephyrhills. BGE was a subconsultant to Furr, Wegman, & Banks Architects, P.A. (FWB). BGE staff has provided all services for the project except for architectural, survey, and landscape architecture, all performed by consultants directly to the City. The project included all aspects of site design, including drainage, floodplain management, paving, utility, and coordination.

The City wanted to convert a vacant parcel into a gathering place for events, presentations, and food trucks. The Community Redevelopment Agency (CRA) spearheaded the project to enhance the community.

BGE is currently working under FWB to provide a site plan that meets the needs of the CRA.

BGE, along with FWB, are to work with a Construction Manager (CM) at Risk to complete the design and construction of the project. The kick-off meeting is yet to be scheduled. BGE will continue coordinating with FWB and CM at Risk to stay true to the established timeline.

PROJECT RELEVANCE

- Storm Water Management, Drainage Design, Treatment, Retention and Permitting
- Parks and Recreation

Project has not been completed yet. The scope of the project has changed since NTP. Working with a CM at Risk to complete the project on time and within budget.

Zephyrhills Sidewalks & Trails

City of Zephyrhills ■ Zephyrhills, Florida



FIRM

BGE, Inc.

DATE STARTED

April 2022

DATE COMPLETED

Ongoing

OWNER CONTACT

5335 8th Street, Zephyrhills,
Florida 33542

Shane LaBlanc, Director

813-780-0022

sleblanc@ci.zephyrhills.fl.us

PROJECT DESCRIPTION

BGE provided design and survey coordination support for ten miles of sidewalk for the City of Zephyrhills. BGE was a subconsultant to Furr, Wegman, & Banks Architects, P.A. (FWB).

BGE's design support services include preparing six sets of construction documents focused on walkable distance from public schools within the City of Zephyrhills' city limits. The project focuses on providing safe access for school-age children to their school. This need arose from changing bussing policies for the local public school district.

Two portions of the project were key connections within the City's trail network. These sections have grading, drainage, and right-of-way challenges currently ongoing in design.

BGE also provided coordinated support with the surveyor selected for this project. The surveyor provided right-of-way geometry, LiDAR topography

model, and above-ground features. The survey was used as the basis of the design.

BGE provided 30-60-90 sets of plans for the City to review as each stage for each set of plans have been completed. Signed and sealed copies of the sidewalk design will be provided to the City to use for additional funding and advertisement for bid.

PROJECT RELEVANCE

- Storm Water Management, Drainage Design, Treatment, Retention and Permitting
- Roads, Bridges, Intersections, Roadway Lighting and Parking Facilities (including signalization, signage and markings)
- Traffic Control and Erosion Control Plans
- Pedestrian and Vehicular Traffic

The portions of the project with a NTP have been performed on time and within budget.

Cinco Southwest MUD 2 ■ Fort Bend County Texas

BGE, Inc.

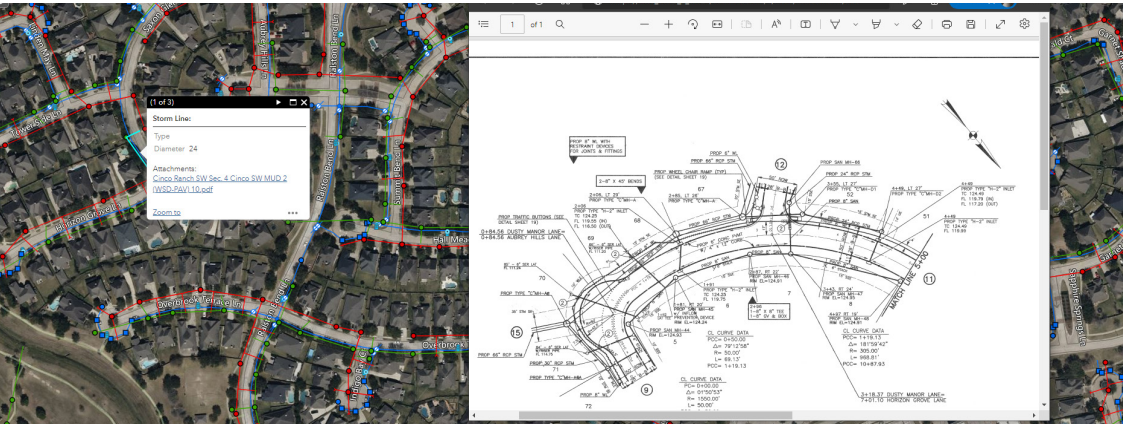
July 2021

December 2021

9575 Katy Fwy, Ste 390, Fort Bend County Texas

713-932-7908

wendy@districtservices.com



BGE designed, implemented, and managed GIS-based asset management systems for Cinco Southwest MUD 2 in Texas. A GIS database schema was developed, and the assets were georeferenced for water, storm, and sanitary utilities. The data sets included easements, utility lines, and point assets like valves, fire hydrants, and manholes as well as facilities like lift stations, water treatment plants, and pump stations.

Mobile applications were configured to perform standard inspections like valve, manhole, fire hydrant surveys. Customized digital forms were developed to perform additional services like flushing reports, water quality testing, and facility inspections. Web-based interactive dashboards were developed to help facilitate field and office worker collaboration.

- GIS Mapping and Asset Management Consulting
- Storm Water Management, Drainage Design, Treatment, Retention and Permitting

This project was completed on time and within budget.

HCTRA System Inspection

Harris County Toll Road Authority ■ Harris County, Texas

FIRM

BGE, Inc.

DATE STARTED

May 2021

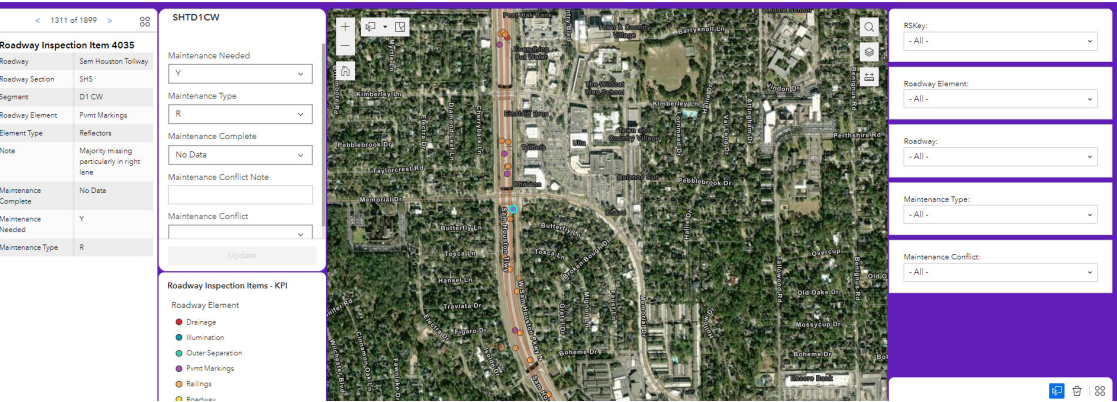
DATE COMPLETED

Ongoing

OWNER CONTACT

7701 Wilshire Place Dr,
Houston, Texas 77040
Victoria Guerra
713-587-7107
Victoria.guerra@hctra.org

HCTRA Maintenance Issues KPI



PROJECT DESCRIPTION

BGE, Inc. (BGE) provided oversight into the yearly System Inspection for Harris County Toll Road Authority. BGE helped develop mobile inspection apps for HCTRA's assets including roadways, bridges, and facilities. BGE provided training for the inspection firms to ensure the proper data was collected on essential infrastructure.

After the inspections, BGE developed web-based interactive dashboards for QA/QC of inspection data. BGE also developed a Python-based script to help automate the generation of a 5,000+ page appendix and charts/tables for the inspection report. The report was essential in staying in compliance for funding and Capital Improvement Planning in the coming years.

BGE also developed a system for HCTRA to track progress on repairs. The web-based solution provided KPIs for the System Inspection team to report progress

updates to their Director. BGE is now helping redesign HCTRA's asset management to give them better insight into the condition of their assets, develop an inspection schedule, and implement Cartegraph. Cartegraph, used by hundreds of state and local governments, utilities, parks, and schools, is a robust asset management solution based on existing GIS data. The goal is to integrate workflows like service orders and inventory management into HCTRA's existing system.

PROJECT RELEVANCE

- GIS Mapping and Asset Management Consulting
- Roads, Bridges, Intersections, Roadway Lighting and Parking Facilities (including signalization, signage and markings)

This project has not been completed yet, but is expected to be on time and within budget.

Enhance GIS Asset Management System

North Harris County Regional Water Authority ■ Harris County, Texas

FIRM

BGE, Inc.

DATE STARTED

November 2021

DATE COMPLETED

July 2022

OWNER CONTACT

3648 Cypress Creek Parkway
#110, Harris County Texas

Mark Evans

281-440-3924

mevans@nhcrwa.com



PROJECT DESCRIPTION

BGE, Inc. (BGE) incorporated existing water meter inspections for water supply wells into interactive, web-based dashboards. The inspection spreadsheets were integrated with well locations and the inspection pictures stored on a network drive were pulled into the system with an automated Python script.

The dashboard allowed the authority to view the results spatially on a map and filter/query by condition, provider, and priority. The dashboard was used for Capital Improvement Planning projects.

BGE also developed a mobile-based application used to capture daily work reports for their existing construction projects. The process allows the inspector

to take the reports on any IOS, Android, or Windows 10 device. Paginated reports can be generated with the daily reports, or dashboards can be used.

After this project, BGE has been tasked with revising the existing GIS database, bring the asset management system up to date, and develop additional inspection tools.

PROJECT RELEVANCE

- GIS Mapping and Asset Management Consulting
- Roads, Bridges, Intersections, Roadway Lighting and Parking Facilities (including signalization, signage and markings)

This project was completed on time and within budget.

G.T. Bray Park Improvements (Baseball, Softball, Football, and Soccer Areas)

Manatee County Property Management Department ▪ Manatee County, Florida



FIRM

BGE, Inc.

DATE STARTED

March 2020

DATE COMPLETED

March 2021

OWNER CONTACT

1112 Manatee Avenue West,
Suite 800

Bradenton, Florida 34205

Tom Yarger, PMP, ITIL

941-749-3003

tom.yarger@mymanatee.org

PROJECT DESCRIPTION

BGE provided final design, permitting, and construction administration services for improvements within the existing G.T. Bray Park for Manatee County Government. BGE was a subconsultant to Fleischman and Garcia Architects and Planners, AIA, PA (FGA). BGE staff provided the following services for each project area except for survey services. Survey services were completed by a subconsultant to BGE.

Softball Improvements: The existing concession stand/restroom building was removed and replaced with a new 1,300± sf storage/restroom building. Site improvements included providing potable water and sanitary sewer service to the new storage/restroom building and grading around the new building area. Other improvements included providing a new shaded canopy area with bench seating and new hose bibs for food truck vendors. The eight existing softball field dugouts were removed and replaced with new dugout structures. The new dugouts consist of aluminum roofing/columns, fencing, benches, trash receptacles, concrete slabs, and gates to restrict access to the fields during non-operating hours. The four existing softball field backstops were also removed and replaced.

Baseball Improvements: The existing baseball concession/restroom was removed and replaced with a new 1,675± sf concession/restroom building. Site improvements also included providing potable water and sanitary sewer service to the new baseball concession/restroom building and grading around the new building area. The eight existing baseball field

dugouts were removed and replaced with new dugout structures. The new dugouts consist of aluminum roofing/columns, fencing, benches, trash receptacles, concrete slabs, and gates to restrict access to the fields during non-operating hours. The four existing baseball field backstops will also be removed and replaced.

Soccer Improvements: The interior of the existing 2,000± sf soccer concession/restroom building was renovated to create a newly upgraded office/restroom building. In addition to the renovations to the existing building, a new 460± sf concession/storage building was added along with a concrete assembly area located underneath a new covered pavilion. Site improvements included providing potable water and sanitary sewer service to the new building, as well as drainage and grading improvements.

Football Improvements: The existing football building was removed and replaced with two new buildings (2,800± sf total) with meeting space, restrooms, press box, storage and concessions and a covered bleacher area. Site improvements included providing potable water and sanitary sewer service to the new building, as well as drainage and grading improvements. Other improvements included modifications to the existing parking lot/driveway to provide fencing/gates between the new building and the adjacent driveway to provide safety enhancements.

PROJECT RELEVANCE

- Parks and Recreation

This project was completed on time and within budget.

Blackstone Park Improvements

Manatee County Property Management Department ■ Manatee County, Florida



FIRM

BGE, Inc.

DATE STARTED

January 2019

DATE COMPLETED

April 2020

OWNER CONTACT

1112 Manatee Avenue West,
Suite 800
Bradenton, Florida 34205
Tom Yarger, PMP, ITIL
941-749-3003
tom.yarger@mymanatee.org

PROJECT DESCRIPTION

BGE provided final design, permitting, and construction administration services for improvements within the existing Blackstone Park for Manatee County Government. BGE was a subconsultant to Fleischman and Garcia Architects and Planners, AIA, PA (FGA). BGE staff provided the following services for the project except for survey services. Survey services were completed by a subconsultant to BGE.

Softball Field Dugout Replacements: The six existing softball field dugouts were removed and replaced with new dugout structures. The new dugouts consisted of aluminum roofing/columns, fencing, benches, trash receptacles, concrete slabs, and gates to restrict access to the fields during non-operating hours.

New Soccer Concession and Restrooms: A new 1,300± sf soccer concession/restroom building was constructed

at the north side of the existing soccer fields. Improvements included providing potable water and sanitary sewer service to the new concession/restroom building, as well as drainage and grading improvements.

New Softball Concession and Restrooms: A new 1,300± sf softball concession/restroom building was constructed just north of the existing softball concession/restroom location, along with a new concrete assembly area with a softball paver design. Improvements included providing potable water, sanitary sewer service to the new concession/restroom building, and drainage and grading improvements.

PROJECT RELEVANCE

- Parks and Recreation

This project was completed on time and within budget.

Sarasota County Fire Station #8

Sarasota County ■ Sarasota County, Florida



FIRM

BGE, Inc.

DATE STARTED

September 2019

DATE COMPLETED

December 2020

OWNER CONTACT

4000 S. Tamiami Trail
Venice, Florida 34293

**Kim Humphrey, LEED AP,
PMP, GGP, FMP, FMA, CGC**
941-549-4549
khumphre@scgov.net

PROJECT DESCRIPTION

BGE provided rezone, final design, permitting, LEED support, and construction administration services for the site work associated with a new 12,380 sf fire station building and 6,757 sf special operations building for Sarasota County Government. BGE was a subconsultant to Sweet Sparkman Architects, Inc. (SSA). BGE staff provided all services for the project except for survey, planning, and landscape architectural services, completed by subconsultants to BGE. The project included all aspects of site design, including drainage, floodplain management, paving, utility, demolition plans, and landscape design coordination.

As the project kicked off, BGE quickly identified several site constraints that influenced the design and layout of the site. These items included accommodating off-site drainage around the site's perimeter, reserving areas for floodplain compensation on the site as a result of proposed impacts to the 100-year floodplain, and minimizing the grading transitions (i.e. driveway slopes) from parking lot/building elevations to the existing adjacent roadways. In addition to these site constraints, BGE worked closely with the Architect and County to obtain information for all the trucks, vehicles, and

trailers proposed to access the site. BGE performed multiple autoturn analyses to demonstrate that all anticipated vehicles could maneuver throughout the site.

Another challenge with the site design involved keeping the existing temporary Fire Station #9 operational while the new fire station was under construction. Since the existing temporary station was located within the limits of the new fire station site, this required phased construction as well as the careful layout of utility and drainage facilities to allow both the new and existing facilities to be operational simultaneously.

BGE also regularly attended bi-weekly design coordination meetings with the Architect, County, and Construction Manager (CM) throughout the entire design phase to help facilitate communication, coordinate design efforts, and provide valuable feedback on value engineering ideas and budget status.

PROJECT RELEVANCE

- Storm Water Management, Drainage Design, Treatment, Retention and Permitting

This project was completed on time and within budget.

Manatee County EMS Station 10

Manatee County Property Management Department ▪ Manatee County, Florida

PROJECT DESCRIPTION

BGE provided final design and permitting services for the site work associated with a new 5,000± sf EMS Station 10 building for Manatee County Government. BGE is a subconsultant to Sweet Sparkman Architects, Inc. (SSA) and is also under contract to provide construction administration services. BGE staff has provided all services for the project except for survey and landscape architectural services, performed by subconsultants to BGE. The project included all aspects of site design including drainage, floodplain management, paving, utility, and landscape design coordination.

As Manatee County EMS staff is currently occupying temporary facilities, the design and permitting schedule was accelerated to allow the project to move forward to construction as quickly as possible. The project advanced from the conceptual/programming phase to final construction documents in less than 120 days with a Guaranteed Maximum Price (GMP) within budget. BGE obtained site work approvals/permits from both the City of Bradenton and the Southwest Florida Water Management District in less than 45 days.

To accomplish this schedule, BGE attended regular design coordination meetings with the Architect, County, and Construction Manager (CM) throughout the entire design phase to help identify existing site constraints, coordinate design efforts, and provide valuable feedback on value engineering (VE) ideas and budget status. BGE performed multiple autoturn

analyses to demonstrate that all anticipated vehicles could maneuver through the garage bays and throughout the entire site. BGE also identified early in the design phase that the site was located within a 100-year flood zone. This resulted in reserving areas for floodplain compensation to mitigate impacts on the flood zone.

BGE also adjusted the site work design plans as needed to reflect the cost savings measures approved by the County during the GMP development process. Some of these cost-saving measures included eliminating concrete pavement areas for asphalt pavement areas, eliminating perimeter security fencing/gates, and reducing the number of parking spaces for guests/staff. After the permitting process, the final approved site construction plans reflected all the cost-saving measures approved in the final GMP.

PROJECT RELEVANCE

- Storm Water Management, Drainage Design, Treatment, Retention and Permitting

This project is expected to be completed on time and within budget.

FIRM

BGE, Inc.

DATE STARTED

August 2022

DATE COMPLETED

Currently under construction

OWNER CONTACT

1112 Manatee Avenue West,
Suite 800

Bradenton, Florida 34205

Tom Yarger, PMP, ITIL

941-749-3003

tom.yarger@mymanatee.org

Manatee County Lifeguard Stations

Manatee County Property Management Department ▪ Manatee County, Florida



FIRM

BGE, Inc.

DATE STARTED

January 2020

DATE COMPLETED

October 2020

OWNER CONTACT

1112 Manatee Avenue West,
Suite 800

Bradenton, Florida 34205

Tom Yarger, PMP, ITIL

941-749-3003

tom.yarger@mymanatee.org

PROJECT DESCRIPTION

BGE provided permitting support services for two permanent and nine portable lifeguard towers at Coquina Beach and Manatee Public Beach for Manatee County Government. BGE was a subconsultant to Fawley Bryant Architects, Inc. (FGA).

BGE's permitting support services included preparing an aerial site plan exhibit showing the location of the existing and proposed lifeguard towers and gathering the necessary information to submit a Letter of No Objection request to the City of Bradenton Beach for the lifeguard towers proposed at Coquina Beach, as well as the City of Holmes Beach for the lifeguard tower proposed at Manatee Public Beach. BGE responded to City comments and provided a copy of the Letter of No Objection from both cities to the Florida Department of Environmental Protection (FDEP) as required per

the Coastal Construction Control Line (CCCL) permit application requirements. BGE responded to comments from the FDEP during the CCCL permit review process, including providing protection measures to be utilized during the sea turtle nesting season.

BGE also provided signed and sealed copies of the aerial site plan exhibit(s) to FBA for their use in preparing and submitting the building permit application(s) to the City of Bradenton Beach and the City of Holmes Beach for the new lifeguard towers.

PROJECT RELEVANCE

- Storm Water Management, Drainage Design, Treatment, Retention and Permitting

This project was completed on time and within budget.

5.9 EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES

Elements of the Project Performance Location

The elements of this project will be primarily performed by professional staff located at BGE's Tampa office.

Key Team Member Location

- **Alexander Hulbert:** 2203 North Lois Avenue, Suite G300, Tampa, Florida
- **James Kelley, PE:** 2203 North Lois Avenue, Suite G300, Tampa, Florida
- **David Perry, PLA, AICP, ASLA:** 3657 Maguire Boulevard, Suite 150, Orlando, Florida

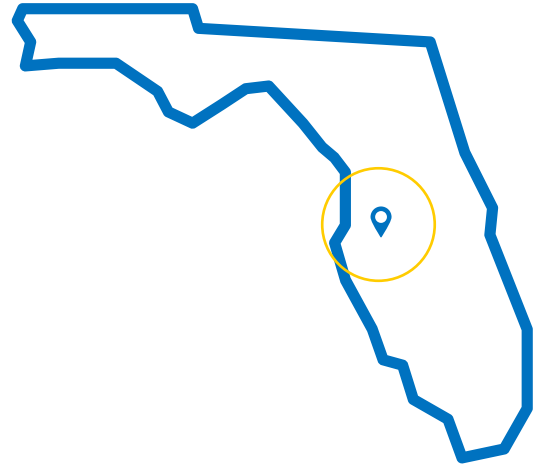


EXHIBIT A



2203 North Lois Avenue, Suite G300
Tampa, Florida 33607
281-558-8700
bgeinc.com

Serving. Leading. Solving.™

EXHIBIT B



BGE Southeast Hourly Rate Schedule

(Through December 31, 2022)

<u>Staff Level</u>	<u>Hourly Billing Rate</u>
Production/Technical	\$85 - \$100
Graduate Engineer	\$120 - \$140
Project Manager/Senior PM	\$150 - \$210
Director/Practice Leader	\$225 - \$260
Vice President/Principal	\$280 - \$325
Administrative Support	\$80 - \$90

BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT 3.1

USE 0010-22 Pretty Pond Self-Storage Conditional Use for Height Petition Planning Report

Issue:

The proposed use for the project is a 3-story, 44-foot high (41 feet with a 3-foot parapet), 89,062 SF self-storage facility. The developer also proposes the on-site storage of RV vehicles along the west side of the building, effectively screened from US Highway 301 and Pretty Pond Road.

Background:

At its regularly scheduled meeting on December 20, 2022, the site plan review committee (SPRC) recommended approval with the condition of additional buffering and landscaping to several areas of the project. The Planning Commission also recommended approval with conditions at its meeting on January 17th, 2023. Please see the attached Staff report for further information on the conditions.

Attachment(s):

1. USE 10-2022 Staff Report for Pretty Pond Self-Storage
2. USE 10-2022 Attachment Package for Pretty Pond Self Storage

Fiscal Impact:

Staff Recommendation:

Staff recommends approval of the petition for a conditional use to exceed height limitations and agrees with the conditions of the SPRC and Planning Commission discussed within the Staff report.

Staff Report Memorandum

To: The City Council and Honorable Mayor
From: Rodney Corriveau, AICP – Senior Planner
RE: USE 0010-22 Pretty Pond Self-Storage Conditional Use Petition
Date: February 13, 2022

I. BACKGROUND & INFORMATION

A. History | Application Summary

This is an application for a conditional use petition to exceed the height limitations of the C-2 (Community Commercial) zoning district. The proposal is for the construction of a 3-story, 89,062 square foot (SF) self-storage building on a 4.10 acres, more or less (MOL) lot at the recently platted “Market at Zephyrhills”. The project is located at the northwest corner of Pretty Pond Road and US Highway 301/Gall Boulevard, see Figure 1 - Location Map.¹ At its regularly scheduled meeting on December 20, 2022, the site plan review committee (SPRC) recommended approval with conditions of the conditional use to exceed the height limitations of the C-2 zoning designation. The Planning Commission also recommended approval with conditions at its meeting on January 17th, 2023. See Section III, Recommendations, page 16.

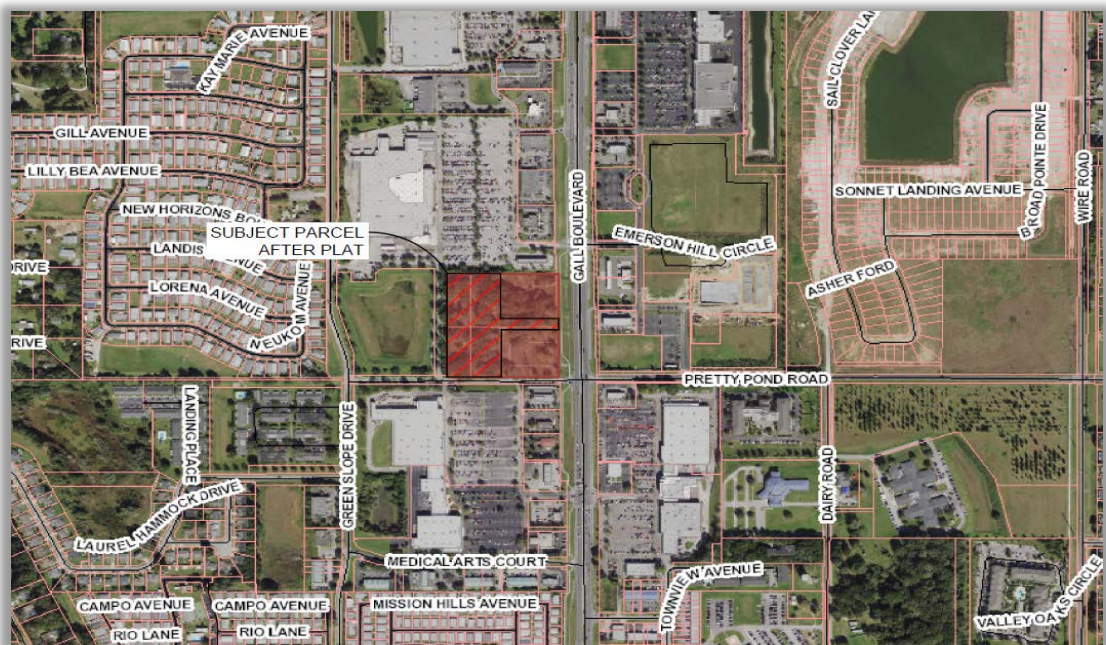


Figure 1 – Aerial Map

Courtesy of CSS

¹ “Figures” contained herein are attached in original format.

B. Site Information

<u>Property Owner:</u>	WLN Zephyrhills, LLC
<u>Petitioner:</u>	Flagship Companies Group, LLC
<u>Authorized Agent:</u>	Scott Stannard, P.E. of Commercial Site Solutions (CSS)
<u>Location:</u>	Corner of Pretty Pond Road and Gall Blvd, Zephyrhills
<u>Parcel ID Number(s):</u>	34-25-21-0190-00000-0010
<u>Acreage:</u>	4.10 Acres (178,596 SF), MOL
<u>Existing Use of Land:</u>	Vacant
<u>Existing Land Use:</u>	MU (Mixed Use)
<u>Existing Zoning:</u>	C-2 Community Commercial
<u>Proposed Floor Area Ratio (FAR):</u>	.5
<u>Maximum FAR:</u>	1.0
<u>Proposed Height:</u>	3 Stories at 44 feet inclusive of parapet
<u>Water Usage:</u>	Minimal ²



Photo 1 - Project View from Gall Blvd.

Courtesy of Google Imagery, Jul 2022

² Email from John Bostic, Utilities Director to Rodney Corriveau, Senior Planner dated January 25th, 2023 “The water use for this type is very, very minimal and is of no concern.”

C. Existing Conditions

The proposal is located on lot 4 of the newly subdivided 8.42 Acre, MOL “Market at Zephyrhills” development. Lot 4 is 4.10 Acres, MOL. The current zoning for the property is C-2. Site permits were approved in 2021 for mass grading of the (former) vacant trailer park. Grading is complete on the overall property, and the installation of infrastructure is nearly complete. Construction of proposed retail users will soon be underway on the parcels adjacent to US Highway 301; the Radiant car wash recently broke ground and is currently going verticle.

The surrounding parcels to the north and south are commercial uses with similar C-2 zoning. Abutting the parcel on the western side is an existing stormwater management pond that serves the Walmart development to the north.

The overall site has direct access to US 301/Gall Blvd. via a right-in/right-out, and full access to Pretty Pond Road. The proposed self-storage parcel will tie into a master stormwater, water, and sanitary sewer system that was permitted and constructed as a part of the Market at Zephyrhills infrastructure permit. Please see Photo 2- Project Viewed from Interior with Southerly view.



Photo 2- Project Viewed from Interior with Southerly View

Courtesy of R. Corriveau, Jul 2022

D. Proposed Conditions

The proposed use for the project is to construct a 3-Story, 44-foot high (41 feet with a 3-foot parapet), 89,062 SF self-storage facility. To accommodate the proposed development, the applicant is requesting a conditional use permit for height, as three story-self-storage facility is not permissible as-of-right under C-2 Community Commercial Zoning. The development will also allow for the on-site storage of RV vehicles along the west side of the building, effectively screened from US Highway 301 and Pretty Pond Road. Please see Figure 6 - Perspective View: West to Gall Blvd. Illustration. This area was subject to a condition of additional buffering by the SPRC and Planning Commission discussed in Section III – Recommendations on page 16.

Access for the development will be provided by direct access to US Highway 301/Gall Blvd. (a State road) and Pretty Pond Road (a City road). Access to the site has been permitted and constructed as a part of the “Market at Zephyrhills” infrastructure plans and warrants for road improvements were analyzed and accommodated at that time based on future potential uses.

Stormwater treatment and attenuation will be provided by the existing master stormwater pond. This pond serves the proposed retail developments for the entire “Market at Zephyrhills” project, and was designed/permitted per City of Zephyrhills and SWFWMD regulations. Per FEMA map 12101C0289F (9/26/14) the site previously lay within Flood Zone X and AE (120.8). Flood plain compensation was completed and permitted under SWFWMD ERP 43042696.003 (5/17/21).

The development will include landscaping per City of Zephyrhills LDC requirements. The proposed retail developments directly abutting US Highway 301 will offer additional screening for the proposed self-storage facility, please see landscape discussion under “Conditional Use Requirements” for more detail.

II. DATA & ANALYSIS REVIEW

1- Subsection 7.01.01.04 – Height Regulations

The applicants are requesting to exceed the 2-story (30-foot) height limitation of the C-2 zoning district (LDC Subsection 7.01.01.04, Height Regulations) to construct a 3-story self-storage facility measuring a total of 44-feet high, inclusive of parapet. Three story buildings are classified as “mid-rise structures,” under Subsection 7.01.01.04 in the LDC. Mid-rise structures may be permitted to exceed the height limitations of a zoning district as a conditional use, subject to the following:

- a. Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each 2 feet of building height above 30 feet. This requires a minimum of a 37 foot setback. The building is setback approximately 100 feet from the property line, and 350 feet from Gall Blvd.

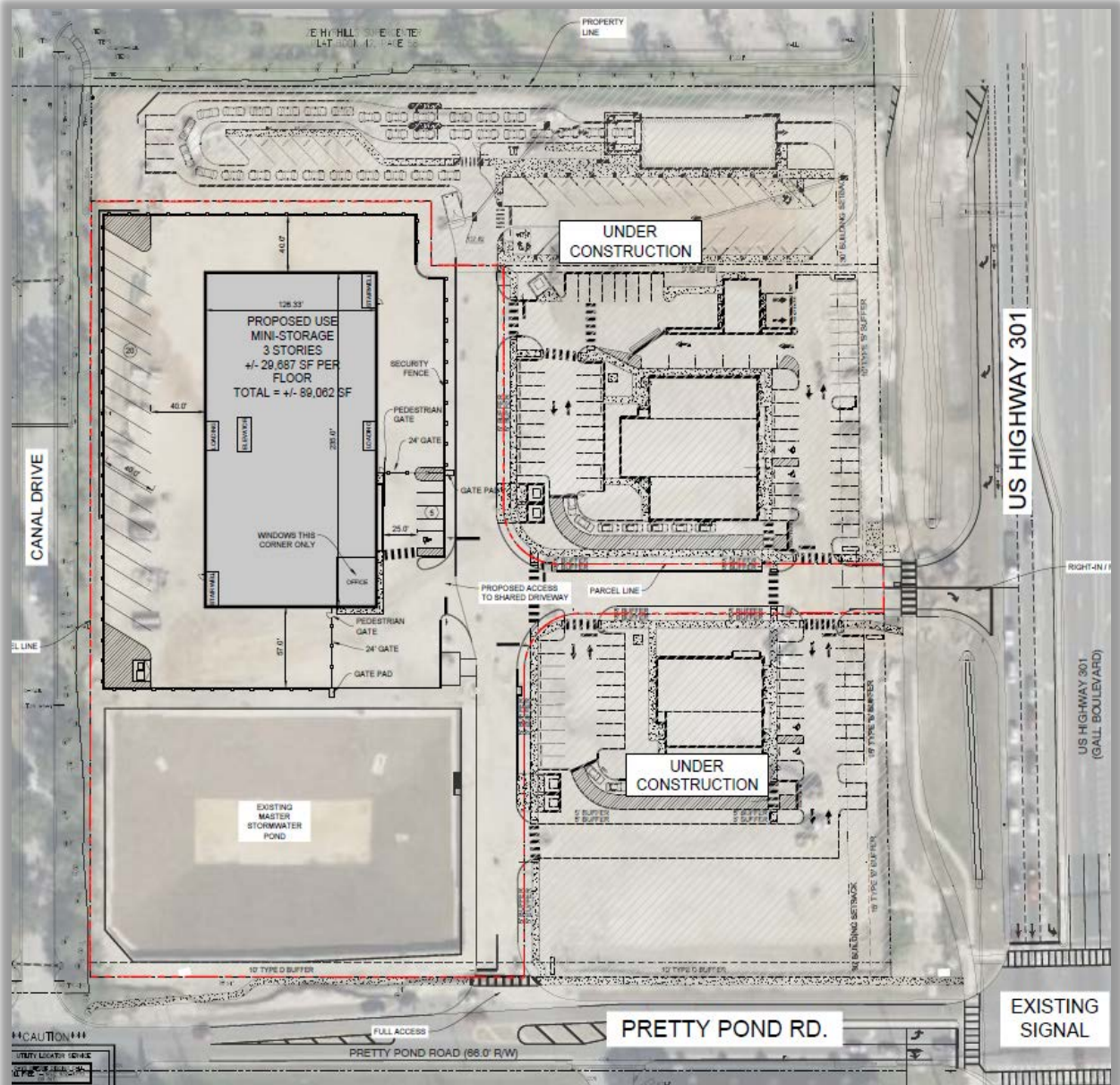


Figure 2 – Proposed Concept Plan

Courtesy of CSS

The conceptual site plans provided by the applicants indicate a maximum building height of 44 feet, as measured from the centerline of the closest adjacent street, which is US 301/Gall Blvd. The City of Zephyrhills LDC requires an additional one-foot (1) setback for each two (2) feet of building height above 30 feet (Sec. 7.01.01.04(B)(3)(b)). Lot Number 4, is situated at the northwest corner of the “Market at Zephyrhills”, therefore the proposed development is situated in an optimal location as it achieves the required setback and is *behind (future)* commercial development which will front US 301/Gall Blvd. See Figure 2 – Proposed Concept Plan. Also, see Figure 3 – Perspective View from Gall Blvd. Illustration (subject building is in the rear of the illustration). Additional perspective views and elevations are attached to this report.



Figure 3 – Perspective View from Gall Blvd. Illustration

Courtesy of Eleven18 Architecture

- b. In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended

All applicants for site development/construction plan approvals and permits are required by City Ordinance to complete the FAA’s online notice criteria tool. Verification from the FAA that a project is not of concern or a possible obstruction is required to be provided to the city prior to the issuance of any permits. Should a project be determined to be of concern, the FAA will require an extended review process on their end. The subject 3-story building proposed in this application for conditional use is not expected to be of concern due to proximity from airport. Written verification through the FAA’s notice criteria tool is required.

- c. Compliance with Resolution # 147 is required.

City Resolution No. 147 primarily pertains to the allowance of mid-rise structures and additional conditions related to the Fire Department. All plans shall meet the adopted building code and fire code standards, as well as any additional standards which may be required by Pasco County Fire Rescue.

2 - Conditional Use Requirements (LDC Part 11.10.00)

- A. The proposed conditional use will not adversely affect or contribute to the deterioration of life or property values in the immediate neighborhood

The purpose of a Conditional Use permit is to, in part, mitigate any potential impacts to adjacent properties and the community in general. The project shall therefore be designed to prevent adverse impacts and avoid deterioration of quality of life or property values in the immediate neighborhood. The applicant will be required to meet minimum site design standards **and** enhanced standards can, and will be required for landscaping, buffering and screening to reduce any potential impact.

- B. The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area.

The proposed commercial use as a self-storage facility is consistent with the current Future Land Use and Zoning designations in the surrounding area which is C-2. The project location is on the commercial spine of the City. The applicants have provided conceptual renderings of the proposed 3-story building in relation to existing development and topography in the area. Furthermore, the site has been designed to utilize the existing topography to the greatest extent possible. It is not anticipated that the proposed conditional use will create or excessively increase traffic or parking congestion, or otherwise negatively affect public safety. See Figure 4 – Southeast Perspective View.



Figure 4 – Southeast Perspective View

Courtesy of Eleven18 Architecture

Site access is serviced via a curb cut along US 301/Gall Blvd which provides right-in and right-out only ingress/egress. The site is also serviced via a full access point along Pretty Pond Road, immediately east of the existing stormwater pond.³ Please refer to Figure 2 - Proposed Concept Plan and Figure 4 – Perspective View from Pretty Pond Illustration. Additionally, sidewalk improvements aiding in pedestrian connectivity have been constructed for the general site.

- C. The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas.

The overall site plan was approved by the SPRC on May 17th 2022. The overall site has been designed with a master stormwater drainage system, and access, ingress has been accounted for, as previously stated. The SPRC recommended approval of the conditional use to exceed height (on December 20, 2022). At that meeting, a thorough review of Lot 4 was conducted to ensure site circulation, access, ingress and egress and off-street parking and loading areas were sufficient. See Figure 5 –South Elevation. The drainage system and roadways in the illustration below are currently installed per approved site plans.



Figure 5 – South Elevation

Courtesy of Eleven18 Architecture

- D. The site upon which the proposed conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas.

³ The underlying “Market at Zephyrhills” Final Plat was approved by the City at its regularly scheduled City Council meeting on October 24th 2022.

Perimeter buffer and screening standards of the LDC will be required on all perimeters, around mechanical systems, and dumpster enclosures. Interior and parking lot landscaping, as well as landscaping along retention areas, will also be required to prevent interference with the enjoyment of surrounding areas. (Please note some areas of the site were landscaped during infrastructure installation.) In Figure 6 – Perspective View West to Gall Blvd. Illustration, the subject site takes advantage of an existing, older-growth buffer as well as an increased western perimeter buffer (as a condition of approval from the SPRC and Planning Commission). Additionally, Lot 4 (the subject site) will be required to install an additional buffers adjacent to other internal lots.⁴



Figure 6 – Perspective View: West to Gall Blvd. Illustration

Courtesy of Eleven18 Architecture

⁴ All individual lots at the “Market at Zephyrhills” are required to have internal buffering and overall lot landscaping in addition to the overall site buffering requirements.

- E. The proposed site meets applicable requirements of the zoning district in which it is located.

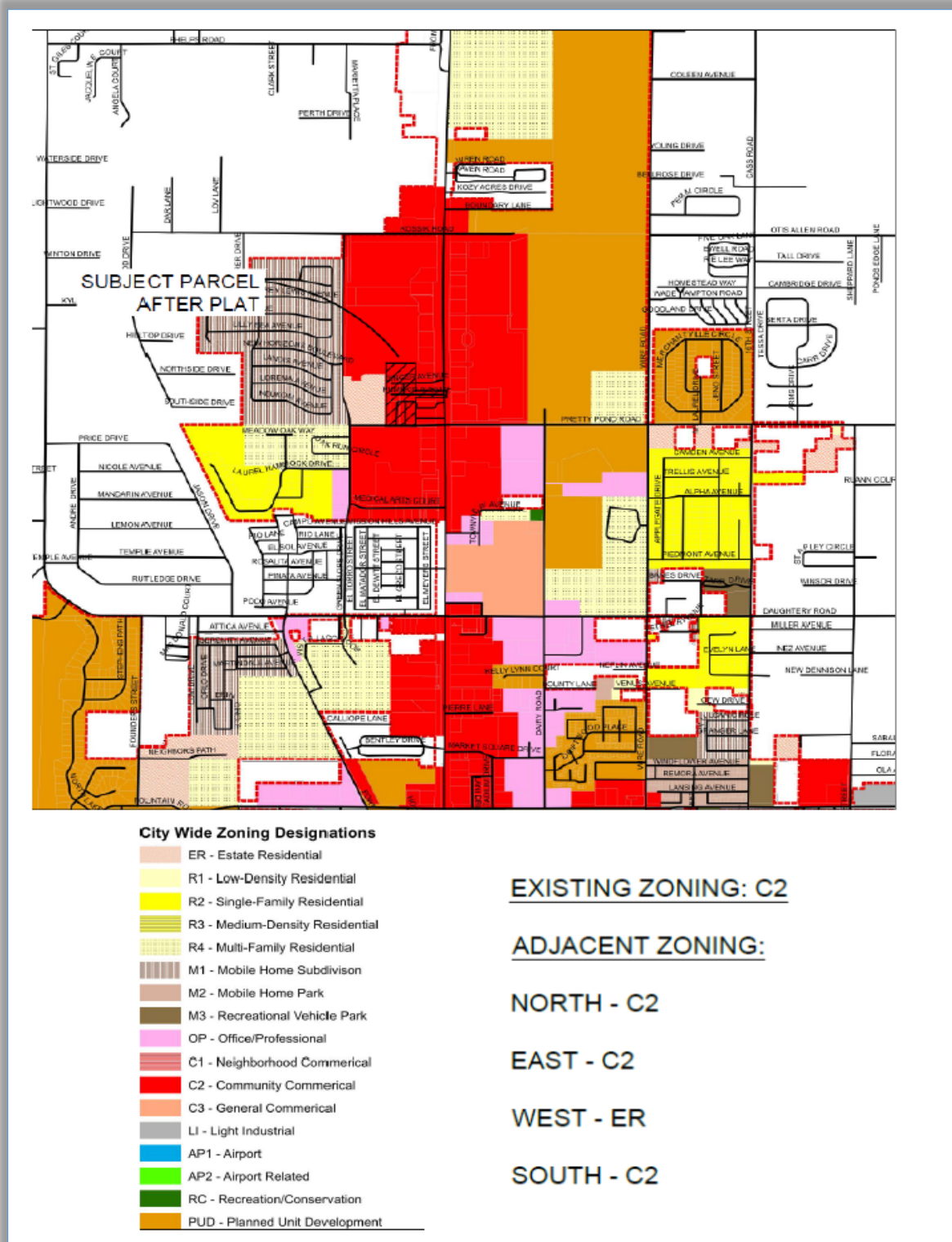


Figure 7 – City of Zephyrhills Zoning Map

The subject site is approximately 4.10 acres, there are no minimum lot area requirements for the C-2 zoning district. The proposed floor area ratio (FAR) of .5 is lower than the maximum allowed FAR of 1.0 in the C-2 zoning district for this type of use. All other zoning district regulations/bulk regulations of the LDC will be reviewed and assessed at the time of site development plan review. There is a proposal for an element of outdoor storage with this self-storage facility. Outdoor storage is permissible as an accessory or ancillary use, and therefore permissible under this proposal.⁵ Please see Figure 7 - Zoning Map.

- F. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.

Proposed signage shall be consistent with the city's standards as outlined in the LDC Article VIII at the time of permitting. Parking lot and pedestrian lighting shall be designed as to not spill onto adjacent roadways or properties, and will be reviewed at the time of site development plan review, and shall be consistent with LDC minimum requirements.

- G. The proposed conditional use will not interfere with or adversely affect the health, safety or welfare of the surrounding community area.

There is no indication that the proposed conditional use to exceed the height limitations of the zoning district will negatively impact the health, safety or welfare of the surrounding community. Any and all FAA regulations pertaining to building height shall be reviewed by the proper permitting agencies at the time an engineering site plan is presented to the City.

3 – Consistency with Comp Plan

The conditional use permit is consistent with the Goals, Objectives, and Policies of the City of Zephyrhills 2025 Comprehensive Plan. A review of the City's Comprehensive Plan was conducted by the applicant and verified by Staff. Relevant goals, objectives, and policies are identified (italicized) and analyzed regarding consistency of the proposal to exceed the height limitations.

GOAL LU-1: To achieve an economically and diversified tax base that ensures:

- a. that the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;*
- b. that recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination, and an airport community offering recreational and industrial opportunities;*
- c. that enjoyment of natural and man-made recreational resources by citizens and visitors alike; and*
- d. That threat to health, safety, and welfare posed by hazards, nuisances, incompatible and uses, and environmental degradation are minimized.*

⁵ Table 2.02.01, approved per Ord. 1431-21.

Consistent with the above stated goals, the proposed development will bring needed infrastructure to a growing population of City of Zephyrhills by providing self-storage facilities for new and current residents, recognizing that as City of Zephyrhills continues to serve as a retirement designation. It is Staff's understanding that the need for self-storage will increase as citizens require short and long term storage solutions. The self-storage facility's location, behind retail uses can effectuate screening from the public ROW of US 301/Gall Blvd., while also offering services in an area of substantial commercial activity, as identified in the Comp Plan.

OBJECTIVE LU-1-1: To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

The existing property was vacant after serving as a mobile home park for many years. The proposed development shall enhance the visual aspects of the vacant property through adherence to the design standards in the LDC, including, but not limited to large-scale building design (Section 7.10.02) and landscape standards (Section 07.04.04). It is Staff's understanding that the tax and utility service revenue of the City will be increased.

POLICY LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which:

- a. regulate the subdivision of land;
- b. regulate signage;
- c. provide for drainage and storm water management;
- d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;
- e. coordinate future land uses with soil conditions, topography, and availability of facilities and services;
- f. ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;
- g. protect the limited amount of wetlands and other environmentally sensitive

The proposed development shall be fully designed and permitted in accordance with the City of Zephyrhills Land Development Code. No construction will begin until all relevant permits have been applied for and obtained by the City of Zephyrhills and other applicable state and local authorities. The proposed self-storage facility is to be constructed on a previously mass-graded site. There are no wetland or environmentally sensitive areas on the property.

OBJECTIVE LU-1-4: The City will develop mechanisms to ensure the protection of archaeological and historical resources.

Per the Florida Master Site File, no cultural resources have been located on the subject development. Additionally, the site has already been mass-graded under a

previous permit. In the event of these resources being discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

POLICY LU-1-4-3: The City shall comply with State law and guidelines for the investigation of archaeological sites and the disposition of all artifacts which might be found.

Per the Florida Master Site File, no cultural resources have been located on the subject development. The applicant has submitted documentation per the petition requirements additionally, as previously discussed, site has been mass-graded under a previous permit. In the event of these resources being discovered, the contractor shall halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

POLICY LU-1-4-4: The City shall prevent the destruction of significant alteration of historic sites located in the National Register of Historic Places or the Florida Master Site File recognized by City of Zephyrhills, by cross checking all requests for remodeling or demolition permits against these files. A significant alteration is one that changes the exterior appearance of the structure in a manner inconsistent with the original design. Nothing in this policy shall be construed to prohibit modernization, rehabilitation, or adaptive reuse provided that the property is not significantly altered.

Per the Florida Master Site File, no cultural resources have been located on the subject development. The applicant has submitted documentation per the petition requirements. Additionally, as previously discussed, the site has already been mass-graded under a previous permit. In the event of these resources being discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

OBJECTIVE LU-1-7: All development activities shall ensure the protection of natural resources and potable well fields.

Natural resources shall be preserved on site as site constraints allow. According to City records, no well fields exist on the subject property.

OBJECTIVE LU-1-9: Improve and enhance the visual appearance of neighborhoods and commercial areas in the City.

The subject development shall be designed with architectural standards in accordance with the City of Zephyrhills LDC, and shall be approved by the City to ensure that the visual appearance is in accordance with their requirements. The subject development will utilize the proposed retail uses directly adjacent to US Highway 301/Gall Blvd. to offer additional screening. Moreover, 10' Landscape Buffers shall be utilized along the rear and sides of the property abutting similar uses. Please see previous discussion on landscape buffering and screening in Conditional Use Analysis subsection D. The overall subject site is located in an area identified on the City's Future Land Use Map (FLUM) as Mixed Use (MU).

Most of the City's commercial center is focused along US 301/Gall Blvd. Please refer to Figure 8 – City of Zephyrhills Future Land Use Map.

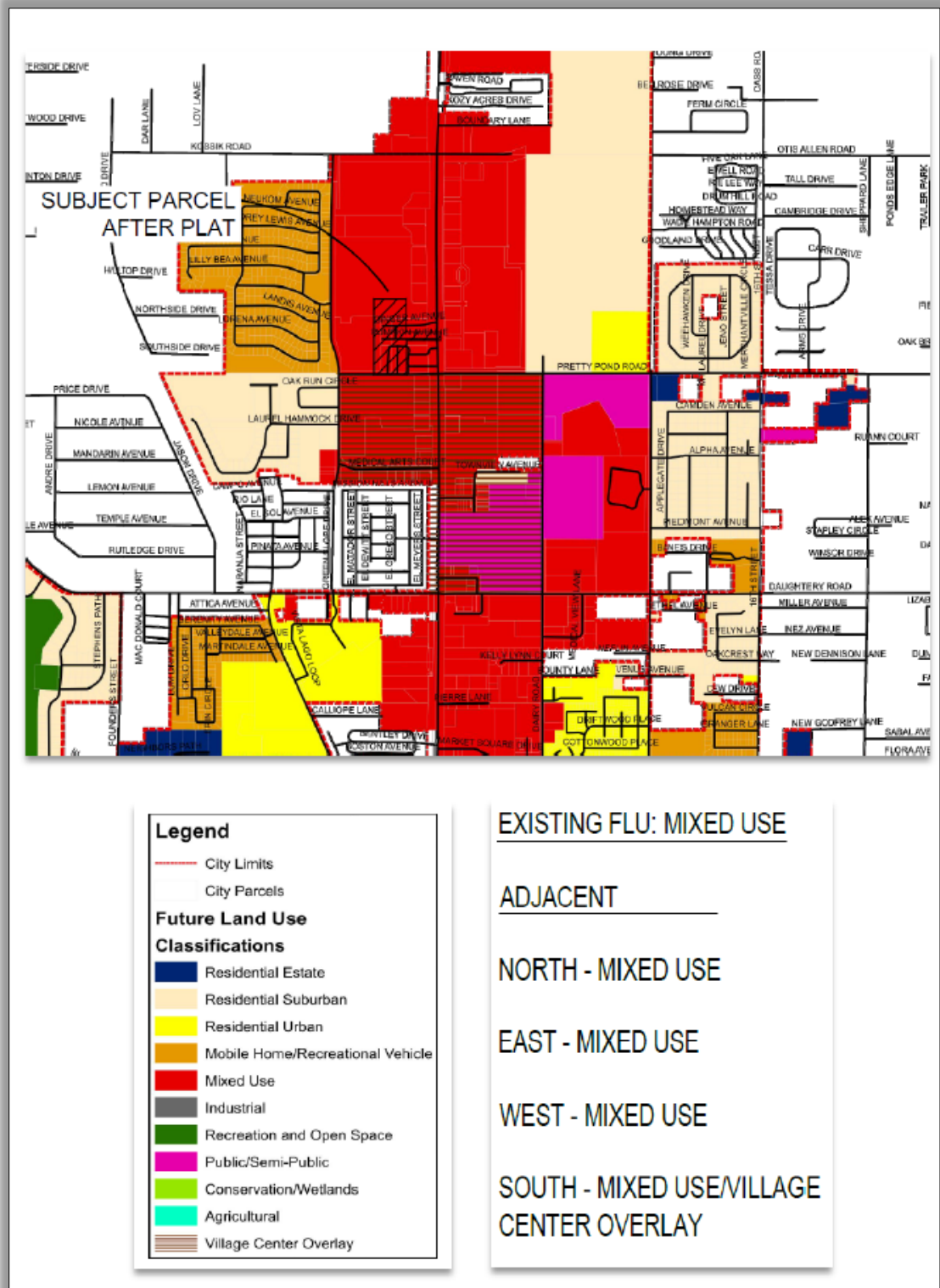


Figure 8 – City of Zephyrhills Future Land Use Map

4- Consistency with LDC and City Ordinances

The subject development shall be designed in accordance with the City of Zephyrhills Land Development Code and City Ordinances.

The self-storage development shall be designed in accordance with City of Zephyrhills LDC ARTICLE VII: DESIGN STANDARDS AND IMPROVEMENT REQUIREMENTS

7.01.00 ZONING DISTRICT PERFORMANCE AND DIMENSIONAL STANDARDS:

The subject development shall meet the performance and dimensional standards as stated in the City LDC. The applicant is requesting the conditional use permit to allow the self-storage use in C-2 zoning and allow for a height above the maximum height of 30 ft or 2 stories. Applicant shall meet the required FAR, Buffers, Setbacks, Lot Requirements, and Off-Street Parking requirements as stated for C-2 zoning. Section 7.10.02, additional design standards for large retail buildings shall be adhered to as well.

7.02.02.04 STORMWATER MANAGEMENT

The subject development will be served by an existing master stormwater pond previously approved and constructed with the Market at Zephyrhills development.

7.02.02.07 POTABLE WATER SUPPLY

The subject development will be served by an existing potable water supply previously approved and constructed with the Market at Zephyrhills development.

7.02.02.08 SANITARY SEWER SYSTEM

The subject development will be served by an existing sanitary sewer system previously approved and constructed with the Market at Zephyrhills development.

7.02.02.09 SCREENING WALLS AND LANDSCAPING

The subject development shall meet the required landscaping standard presented in the City LDC. The subject parcel intends to utilize the proposed retail uses directly abutting US 301 Highway in order to additionally screen their development from public ROW.

7.03.03 ACCESS AND CIRCULATION

The proposed development will supply a truck turning plan that illustrates effective circulation around and in the site for fire truck, RV, and garbage vehicles. The proposed development has existing access to both US 301 and Pretty Pond Road via the internal circulation constructed with the Market at Zephyrhills development.

7.03.03.02 PEDESTRIAN ACCESS STANDARDS

The proposed development shall have sufficient pedestrian access to the front of the self-storage facility from both US Highway 301/Gall Blvd. and Pretty Pond Road, connecting

their pedestrian sidewalks to the existing sidewalks constructed as a part of the “Market at Zephyrhills” development.

7.03.04 OFF-STREET PARKING AND LOADING

The proposed development shall supply off-street parking for the self-storage in accordance with City LDC requirements for self-storage, as well as RV storage/parking space on the eastern portion of the property. Handicap spaces will be provided per ADA requirements for number and size of spaces. Loading areas will be provided per 7.03.06.

7.06.00 LANDSCAPING

The subject development shall be designed in accordance to City of Zephyrhills LDC Landscaping. Existing landscaping along the eastern side of the property abutting Canal Drive and along the northern portion of the site was previously installed during the Market at Zephyrhills infrastructure construction. Additional on-site landscaping, and 5’ landscape buffers internally, will be provided.

III. Recommendation

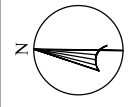
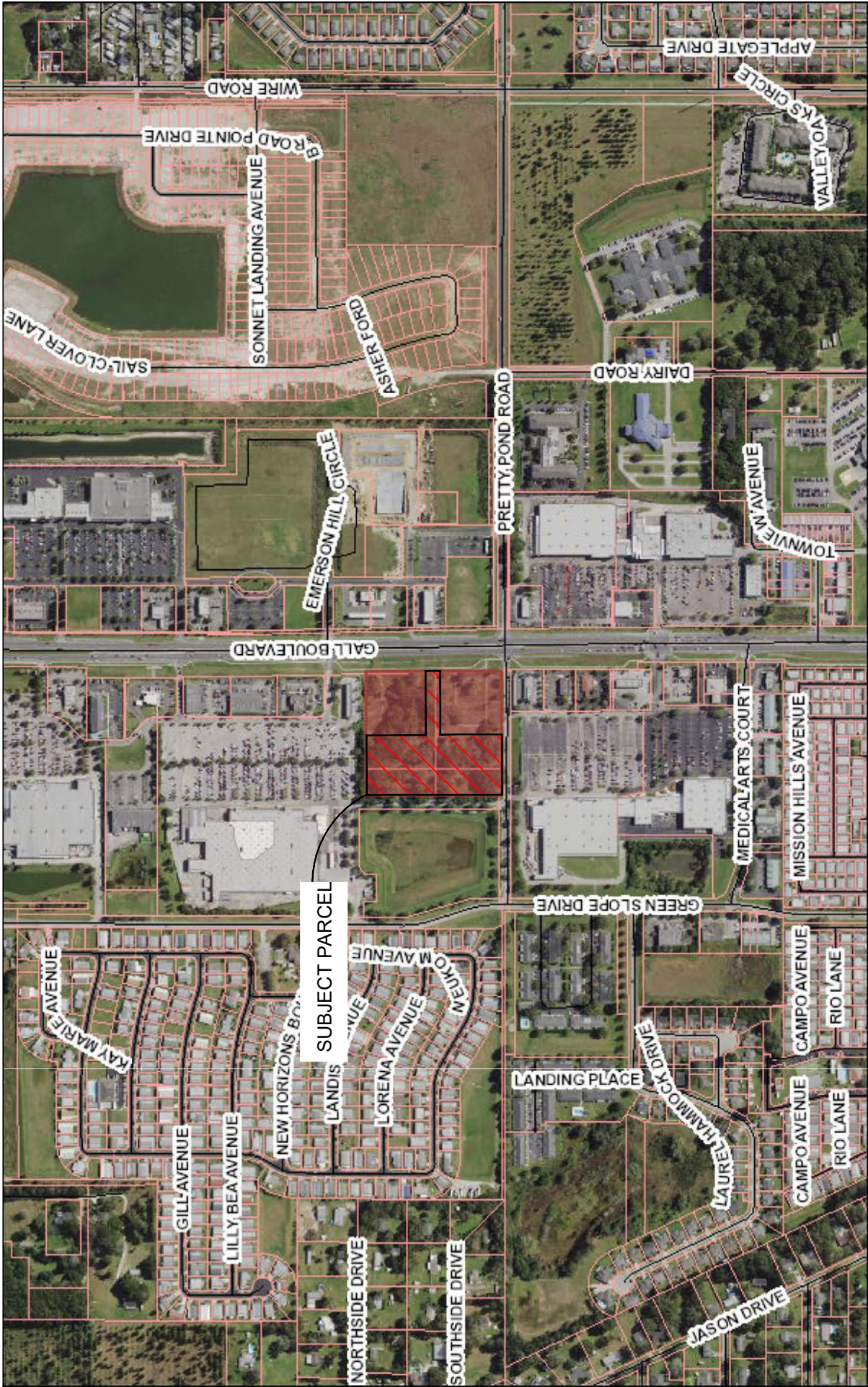
Planning Commission – The Planning Commission, at its regularly scheduled meeting on January 17th, 2023 recommended approval of the conditional use to exceed the height limitations and move the request forward to the City Council. The Commission agreed with the SPRC’s condition of *increased buffering and landscaping along the southern property boundary abutting the stormwater pond and along the western property boundary abutting the access road for Walmart.* Those requests have been incorporated into visuals in the PowerPoint presentation and attached to this report as Figure 5 and Figure 6.

In a separate request, the Commission asked that Staff look into the possibility of a turn-arrow at the newly installed traffic signal at Gall and Pretty Pond Road. Staff has begun the coordination process with the Florida Department of Transportation (FDOT) and is committed to working with the FDOT to attempt to fulfill the Commission’s request.

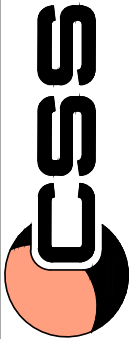
Site Plan Review Committee – The SPRC recommended approval of the conditional use to exceed the height limitations and to move the request forward to the Planning Commission at its regularly scheduled monthly meeting on December 20, 2022 *with the condition of increased buffering and landscaping abutting the stormwater pond and along the western property boundary abutting the access road for Walmart.*

Staff - Recommends approval of this petition for a conditional use to exceed height limitations and agrees with the conditions of the SPRC and Planning Commission discussed herein.

Figure 1 - Aerial Map

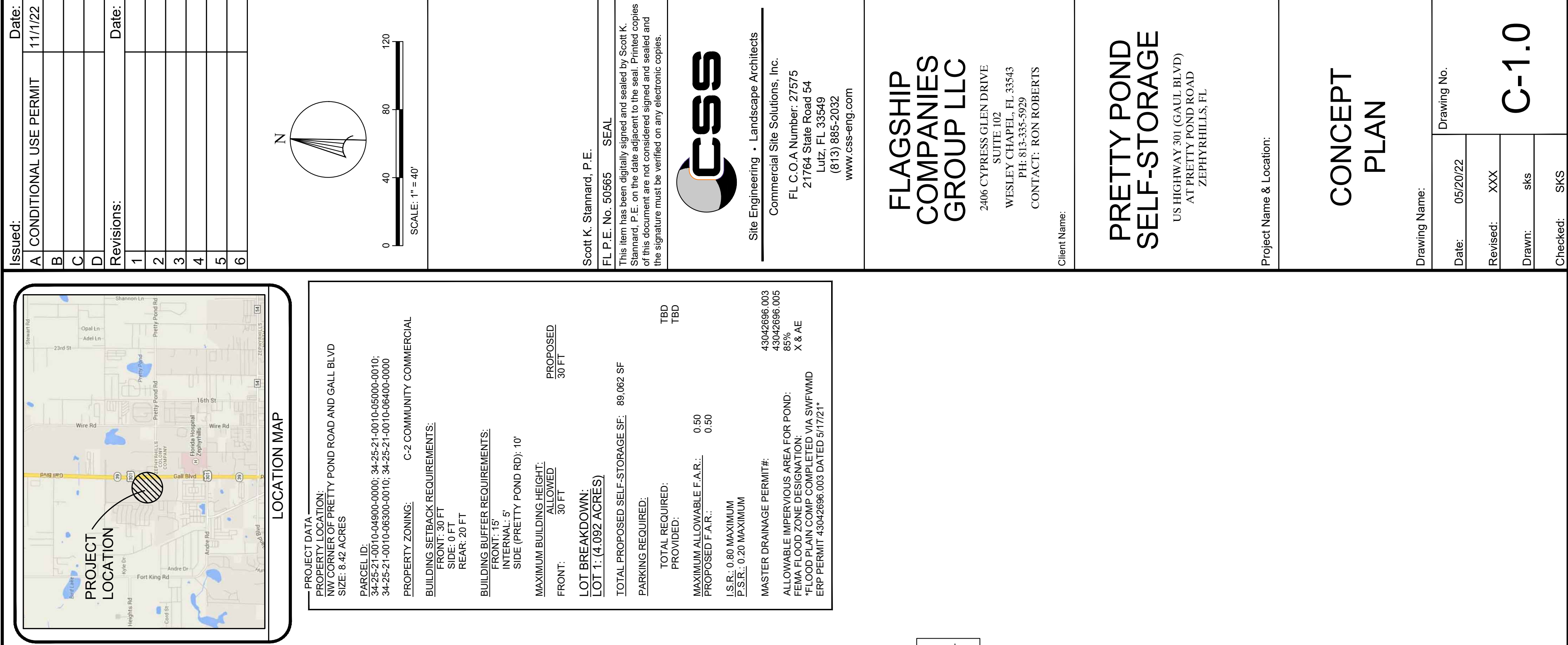
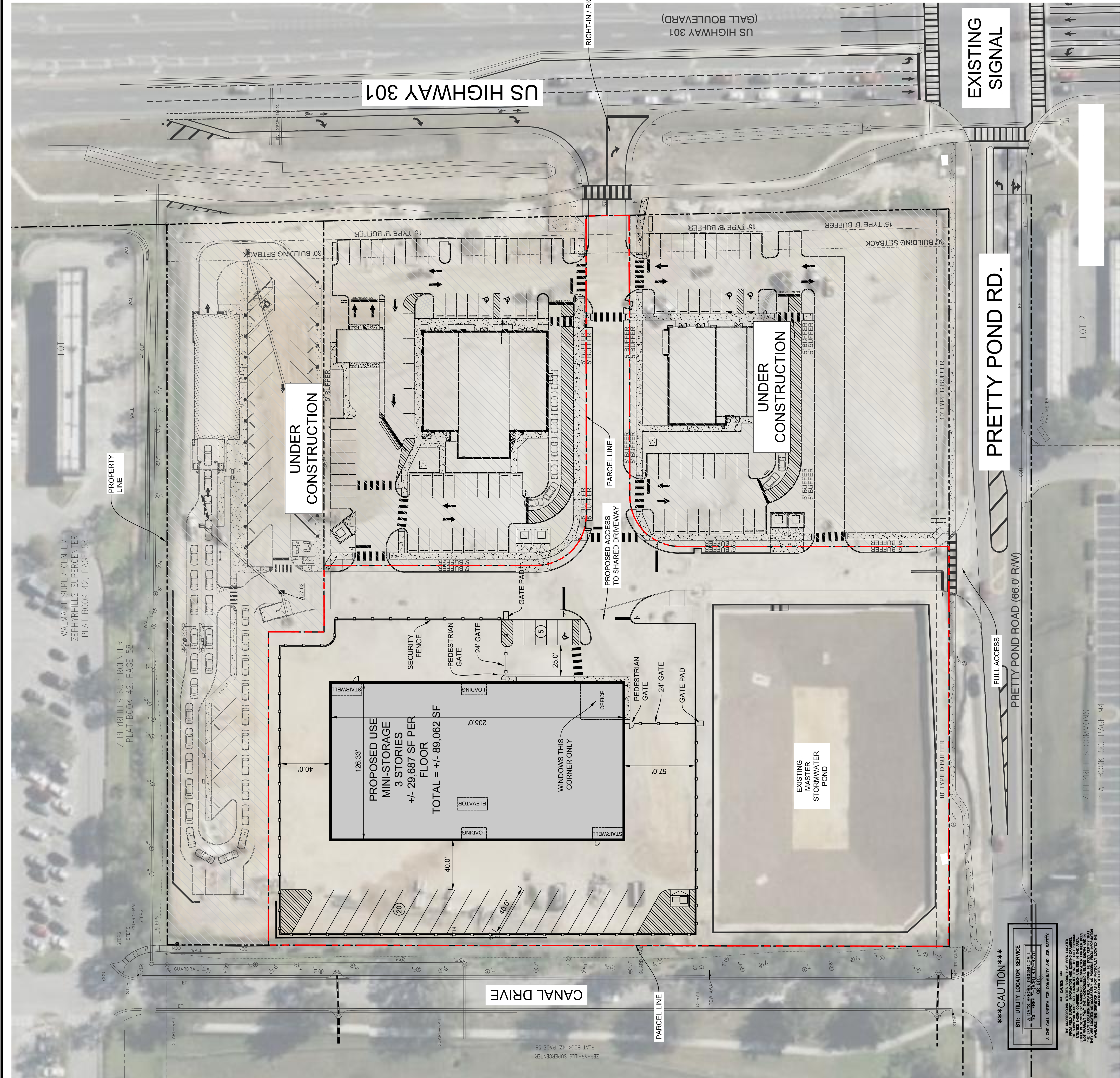


DATE: 10/18/2022



NW CORNER OF PRETTY POND RD & US 301
Zephyrhills, FL

Figure 2 - Proposed Concept Plan



Figures 3 - 6 Perspective Views (with Additional Perspective Views and Elevations not in Staff Report)



Figure 3 – Perspective View from Gall Blvd. Illustration (in Staff Report - Page 6)

PERSPECTIVE VIEW: HWY 301
N.T.S.

PRETTY POND SELF-STORAGE
FLAGSHIP DEVELOPMENT
ZEPHYRHILLS, FL
01 PERSPECTIVE VIEW: HWY 301

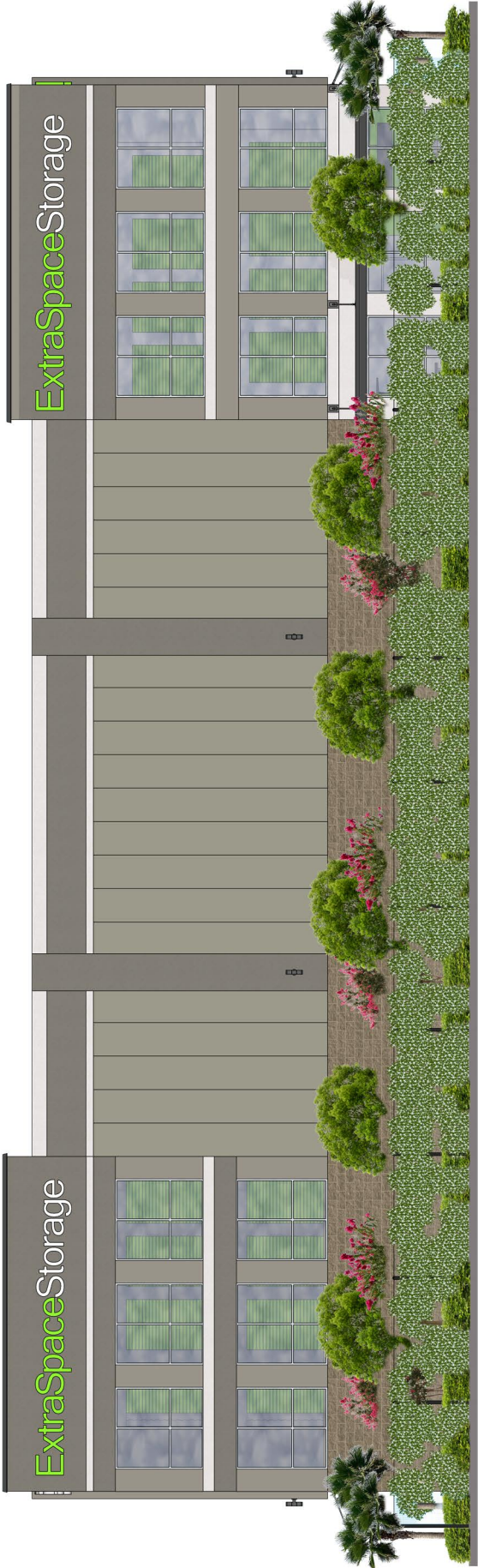


Figure 4 – Southeast Perspective View (in Staff Report - Page 7)

PERSPECTIVE: SOUTHEAST.

SOUTH ELEVATION

Figure 5 – South Elevation (in Staff Report - Page 8)



PRETTY POND SELF-STORAGE
FLAGSHIP DEVELOPMENT
ZEPHYRHILLS, FL
A-002 SOUTH ELEVATION



Figure 6 - Perspective View: West to Gall Blvd. Illustration (in Staff Report - Page 9) - Featuring Increased Screening and Buffering

PERSPECTIVE VIEW: WEST TO HWY 301
N.T.S.

PRETTY POND SELF-STORAGE
FLAGSHIP DEVELOPMENT
ZEPHYRHILLS PRETTY POND, FL
PERSPECTIVE VIEW: WEST TO HWY 301



* Additional Perspective View Not Depicted In Staff Report *

PERSPECTIVE VIEW: NORTH TO PRETTY POND RD

N.T.S.



* Additional Perspective View Not Depicted In Staff Report *

PERSPECTIVE VIEW: INTERSECTION
HWY 301 AND PRETTY POND RD
N.T.S.

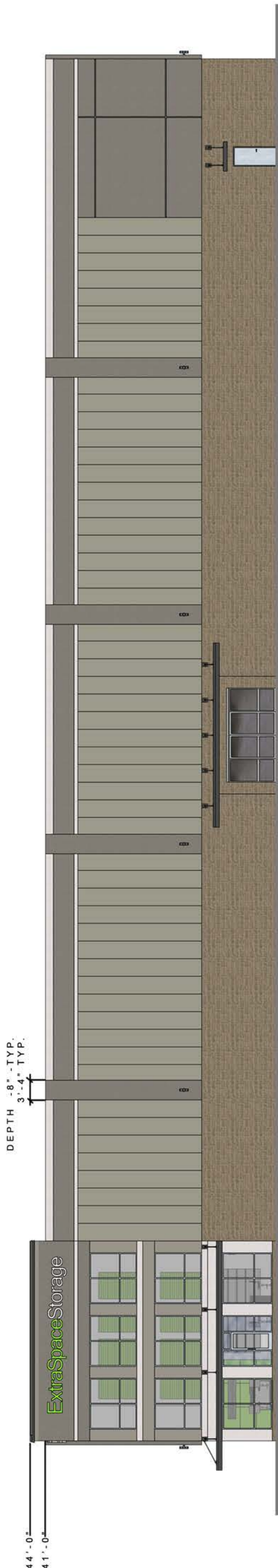
PRETTY POND SELF-STORAGE
FLAGSHIP DEVELOPMENT
ZEPHYRHILLS, FL
02 PERSPECTIVE VIEW: INTERSECTION



* Additional Perspective View Not Depicted In Staff Report *

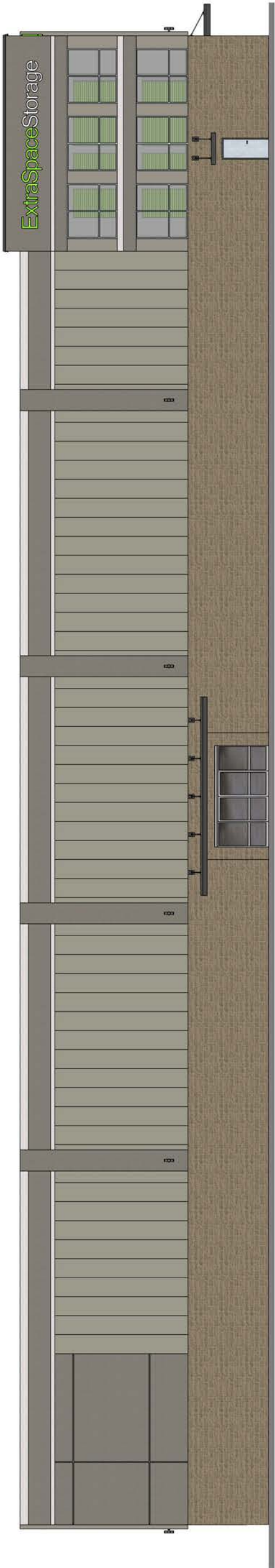
PERSPECTIVE VIEW: PRETTY POND RD TO NORTH

N.T.S.



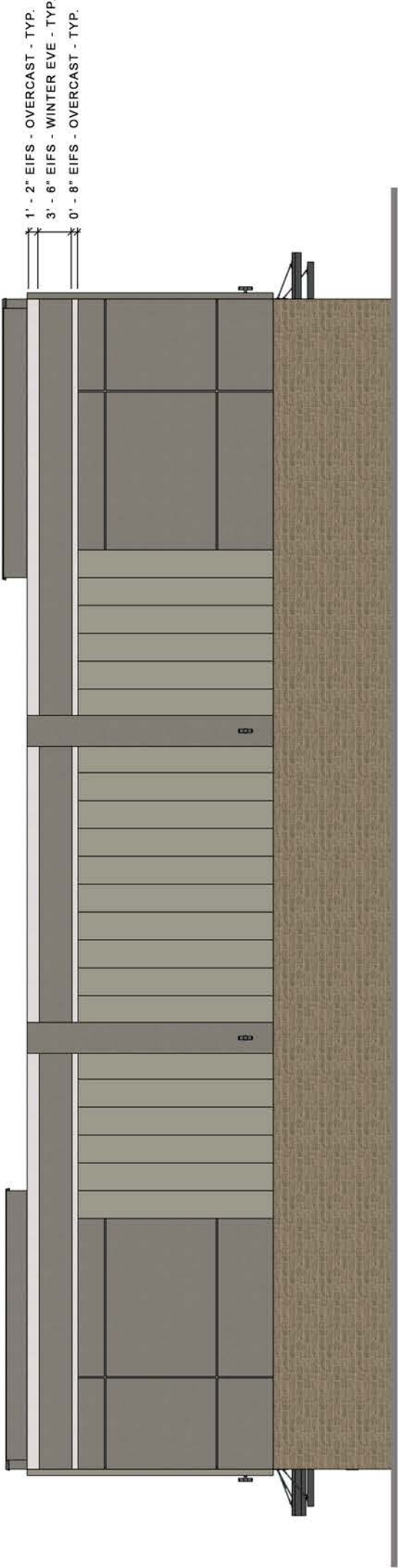
* Elevation Not Depicted In Staff Report *

EAST ELEVATION



* Elevation Not Depicted In Staff Report *

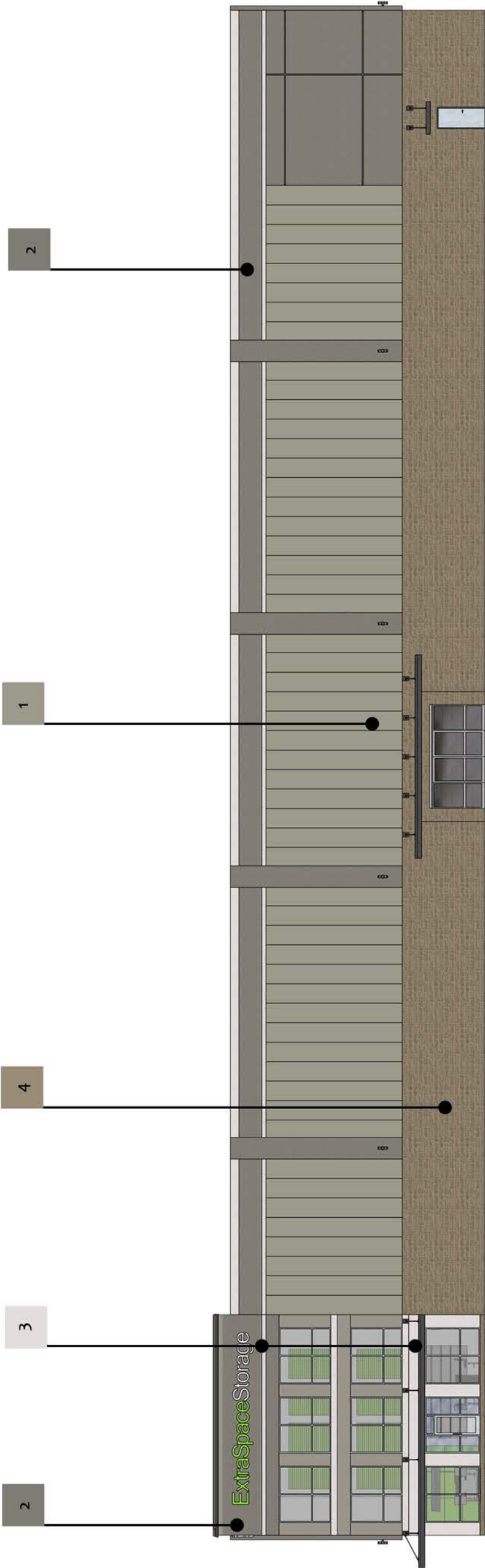
WEST ELEVATION



* Elevation Not Depicted In Staff Report *

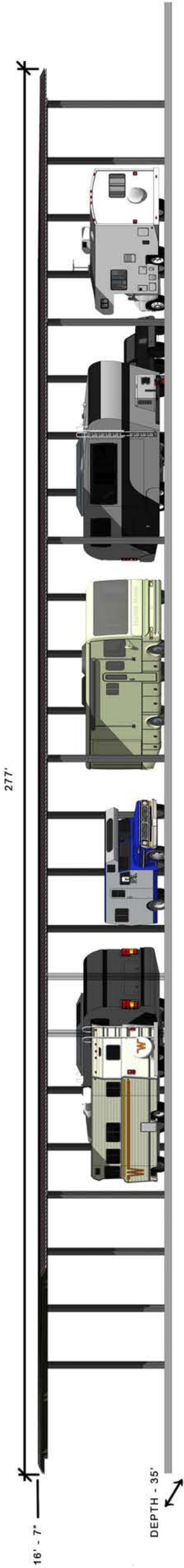
NORTH ELEVATION

1. INSULATED PANEL
 - PANEL: CF ARCHITECTURAL
 - FINISH: LIGHT GRAY
2. EIFS
 - MANUFACTURER: DRYVIT
 - COLOR: 617 WINTER EVE
3. EIFS
 - MANUFACTURER: DRYVIT
 - COLOR: 613 OVERCAST
4. SPLIT FACE BLOCK
 - PAINT: CURIO GRAY- SW 0024



* Elevation Not Depicted In Staff Report *

MATERIAL OUTLINE



RV CANOPY ELEVATION

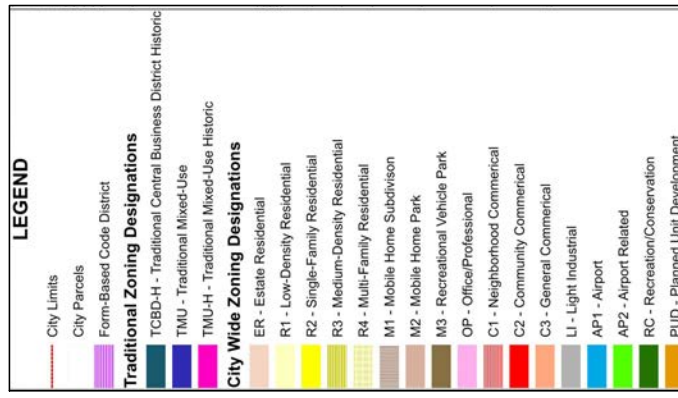


* Elevation Not Depicted In Staff Report *

DUMPSTER ENCLOSURE

N.T.S.

Figure 7 - City of Zephyrhills Zoning Map



EXISTING ZONING: C2

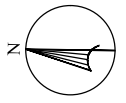
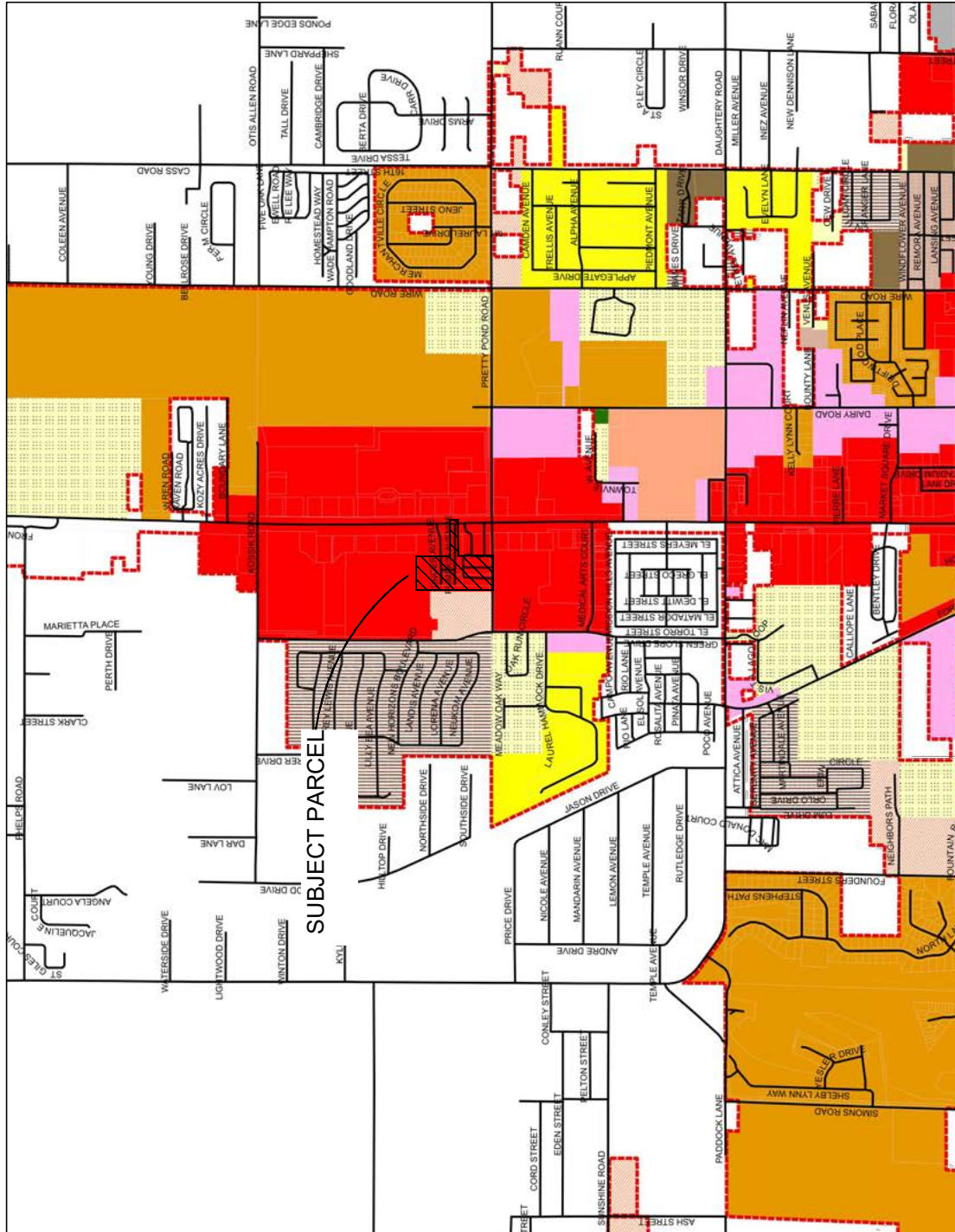
ADJACENT ZONING:

NORTH - C2

EAST - C2

WEST - ER

SOUTH - C2

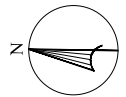
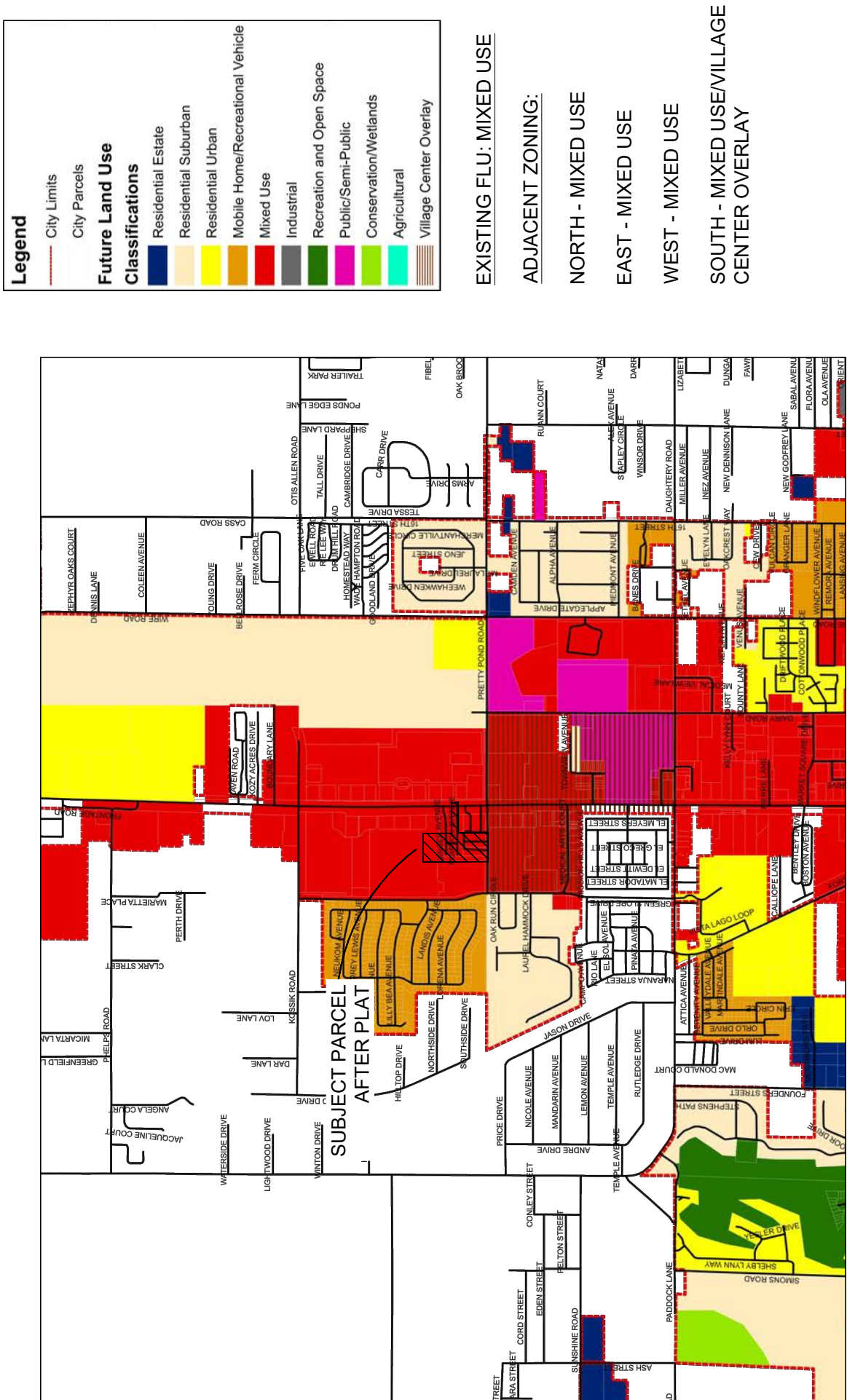


DATE: 10/18/2022



NW CORNER OF PRETTY POND RD & US 301
Zephyrhills, FL

Figure 8 - City of Zephyrhills Future Land Use Map



DATE: 10/18/2022



NW CORNER OF PRETTY POND RD & US 301
Zephyrhills, FL

BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT 3.2

Water Supply Facilities Work Plan

Issue:

Consideration of and recommendation for the proposed amendment to the Zephyrhills 2025 Comprehensive Plan to adopt the 2022-2040 Zephyrhills Water Supply Facilities Work Plan and related changes to the goals, objectives, and policies.

Recognizing the importance of adequate water supplies to Florida's future, the Florida Legislature established a process for water supply planning through the Community Planning Act (Chapter 163, Part II, FS) and Water Resources Act (Chapter 373, FS). The process involves the state's water management districts in the periodic evaluation of whether adequate water supplies exist to meet the needs of their areas. If a district finds that the water supply will not be adequate, it must prepare a regional water supply plan that identifies alternative ways in which water supply needs can be met for the next 20 years. A local government that falls within an area subject to a regional water supply plan is required to amend its comprehensive plan to adopt a water supply facilities work plan addressing the water supply sources and facilities necessary to meet existing and projected water use needs for at least a ten-year period.

Background:

The City's Utility Department has prepared the 2022-2040 Zephyrhills Water Supply Facilities Work Plan (WSFWP) in response to the 2020 Regional Water Supply Plan (RWSP) adopted by the Southwest Florida Water Management District (SWFWMD) in November 2020. The proposed WSFWP takes into consideration data and water supply projects from the RWSP that affect water supply planning in Zephyrhills. The WSFWP indicates that potable water demand for approved development in the City's Utility Service Area, including existing development, will exceed the City's SWFWMD permitted potable water supply within the next eight years (see WSFWP Table 18).

The City's Planning Department has prepared the comprehensive plan amendment package for the adoption process, that will include transmittal to the state reviewing agencies. To meet state requirements for water supply and water facilities planning, the comprehensive plan must address:

- Appropriate aspects of the water management district's RWSP and applicable policies
- Existing and projected potable water demand for at least a 10-year period
- A plan to address identified needs, including water conservation and reuse measures
- Capital projects programming for the first five years of the 2022-2040 WSFWP to maintain the City's adopted level of service standards for potable water supplies and

facilities

- Intergovernmental coordination for regional water supply planning

The proposed amendment to the comprehensive plan addresses these requirements.

Attachment(s):

1. GOP_presentation_wsfp_ZH_2023_0208_draft
2. GOPs_WaterSupplyPlan_ZH_2023_0208_draft_v3
3. 2023-01-11_ZephyrhillsFacilityWorkPlan

Fiscal Impact:

NA

Staff Recommendation:

Staff and Planning Commission recommended approval.

2022-2040
Water Supply
Facilities
Work Plan

Comprehensive Plan Amendment

City Council
Planning Session

February 13, 2023



Requested Action

1. Review & consider drafts:

- a. 2022-2040 Water Supply Facilities Work Plan
- b. Comprehensive Plan changes

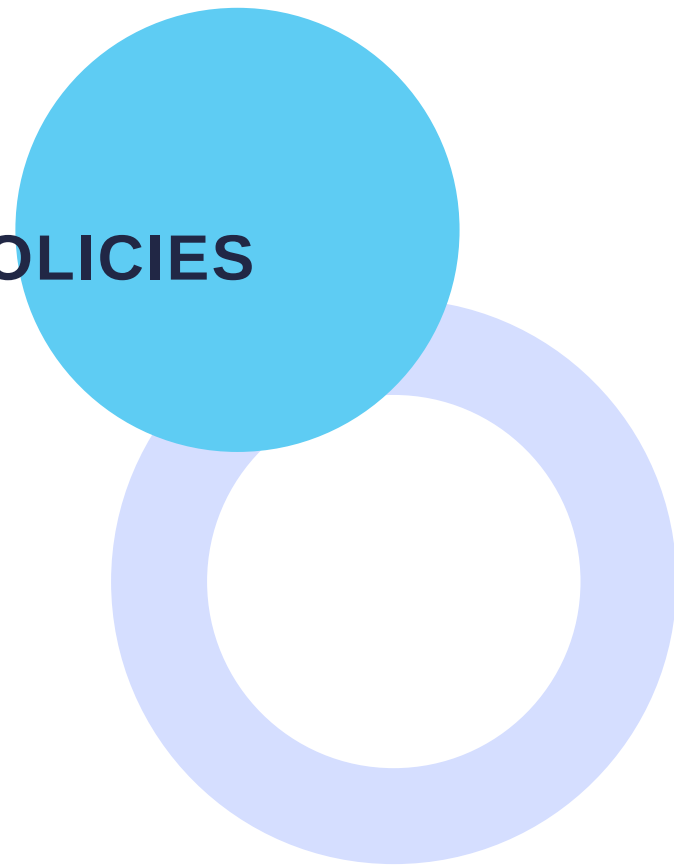
2. Refine drafts, as needed:

- a. City Council public hearing (Feb 27)
- b. Transmittal to state reviewing agencies (DEO, SWFWMD, etc.)



Proposed Changes

COMPREHENSIVE PLAN GOALS, OBJECTIVES & POLICIES



PROPOSED CHANGES

Future Land Use Element



POLICY LU-1-1-1 (*land development regulations*)

h. Protect the potable well-fields groundwater supply by designating appropriate land uses and activities ~~and land uses~~ within well-head wellfield protection areas and environmentally sensitive lands and promoting water conservation.

POLICY LU-1-1-3 (*reserving water capacity for city priorities*)

The City Council may reserve public facility capacity for a particular land area or specific land use provided the reservation is in accordance with a specific development or redevelopment strategy identified in the Comprehensive Plan. This could include strategies for job creation, workforce housing development, and tax base diversification.

POLICY LU-1-10-1 (*Future Service Area; aka Utility Service Area*)

- Consolidates two similar policies (LU-1-10-1 and LU-1-10-2)
- Adds that any boundary change requires amendment of the Utility Service Area Interlocal Agreement with Pasco County (as well as Comprehensive Plan)

LU-1-10-43 (*annexation decision making*)

The City will consider the annexation of lands within the “Future Service Area” in accordance with the following:

f. 6- It can be demonstrated that the principles and standards for water conservation ~~energy efficiency~~, energy conservation, and reduction of greenhouse gas emissions establishes by the City can be equaled or exceeded within the area to be annexed.

Public Facility & Service Areas



Coordinated growth

- Community goals & priorities
- Market demand
- Existing assets
- Capital projects planning & budgeting



Fiscally responsible growth

- Focus new growth & investments where facilities/services already exist or are needed most
- Maintain integrity of full suite of public services



Environmentally sensible growth

- Create more livable & desirable communities within urban areas
- Preserve suburban & rural lifestyles
- Protect natural environmental & agricultural assets



PROPOSED CHANGES

Public Facilities Element

Level of Service Standards

- Specifies **the capacity per unit of demand** for a facility or service
- Established by the City to **ensure adequate facility capacity exists** for existing & proposed development
- Used to **determine eligibility for City approvals** (development orders/permits)



OBJ PUB-1-1*(adequate water supplies for water demand)*

Secure sufficient raw potable water supplies, provide adequate water treatment capacity, and implement water conservation rules, policies, and programs to meet the demands of existing and future potable water customers.

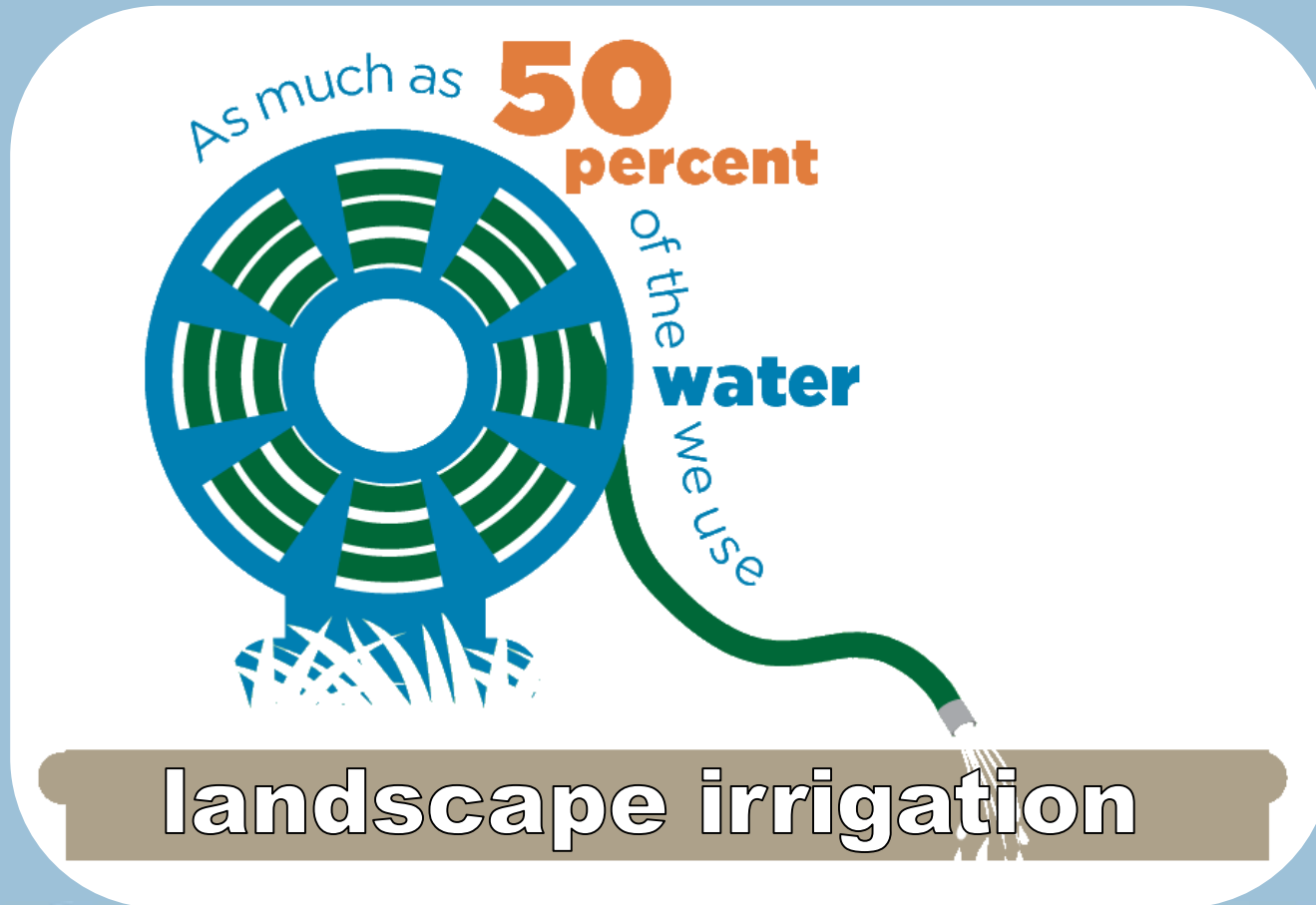
POLICY PUB-1-1-1 *(water supply level of service standard)*

The City shall maintain the potable water supply level of service standard of ~~126~~ 114 gallons per capita per day ~~per capita~~ or lower.

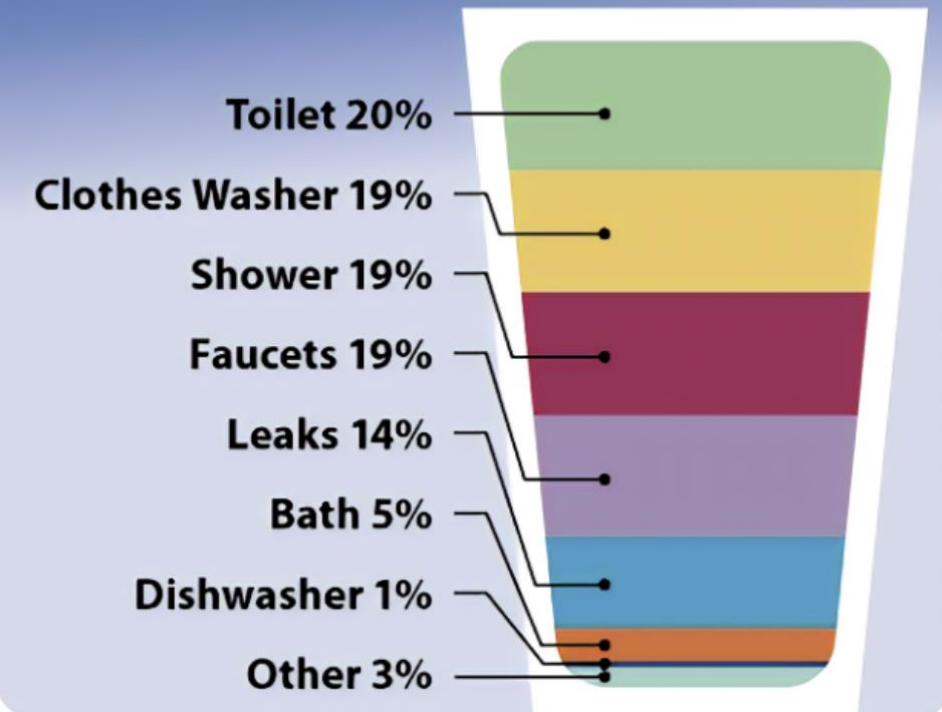
POLICY PUB 1-1-5 *(reclaimed water source)*

~~Investigate the feasibility of wet-weather storage option as a water source to augment reclaimed water flows.~~

Household Water Use



Average Indoor Household Water Use



WATER CONSERVATION

Stretching Our Available Water Supply

1. Water demand

- Public awareness/education
- Landscape changes
- Efficient fixtures/appliances
- Water losses (leaks)
- Water use restrictions
- Pricing (rate structure)
- Incentives (e.g., rebates)

2. Alternative water supplies (reuse)



POLICY PUB-1-2-1 (*water facilities level of service standard*)

~~The City shall extend public water distribution lines to serve all residences within the present City limits, and to future annexed areas within three years after annexation. The Level of Service standard to be provided based on an average household size of 2.1×100 gallons per capita per day, plus 30 percent of the total for non-residential uses is 300 gal/day/du. ($2.1 \times 100 = 210 + 90 = 300$). The 30 percent for non-residential use is based on current water consumption records of the City Utilities Department. For purposes of estimating non-residential water consumption, refer to the Appendix of this element.~~

The City's level of service standard for determining the ability to provide adequate potable water facilities to potential customers is 300 gallons per day per dwelling unit or equivalent residential unit.

PROPOSED CHANGES

Capital Improvements Element



POLICY CI-2-1-1 (*adequate public facilities*)

[...] The **Concurrency Management System** shall include:

- a. A requirement that the adopted level of service standards shown in Table CI-2-1-1 be maintained;

Table CI-2-1-1
Public Facility Level of Service Standards
City of Zephyrhills

Comprehensive Plan Element	Facility Type	Services Area	Level of Service Standard
<u>Infrastructure Public Facilities</u>	City Water Treatment Plant <u>Facilities</u>	<u>City Water Utility</u> <u>Zephyrhills</u> Service Area	<u>126</u> <u>300</u> gallons per day per <u>capita</u> water treatment capacity (annual average daily flow) <u>dwelling unit or equivalent residential unit</u>
<u>Infrastructure Public Facilities</u>	City Water <u>Wells</u> <u>Regulated by Water Use Permit</u> <u>Supplies</u>	<u>City Water Utility</u> <u>Zephyrhills</u> Service Area	<u>126</u> <u>114</u> gallons per <u>capita per</u> day <u>per capita or lower</u>

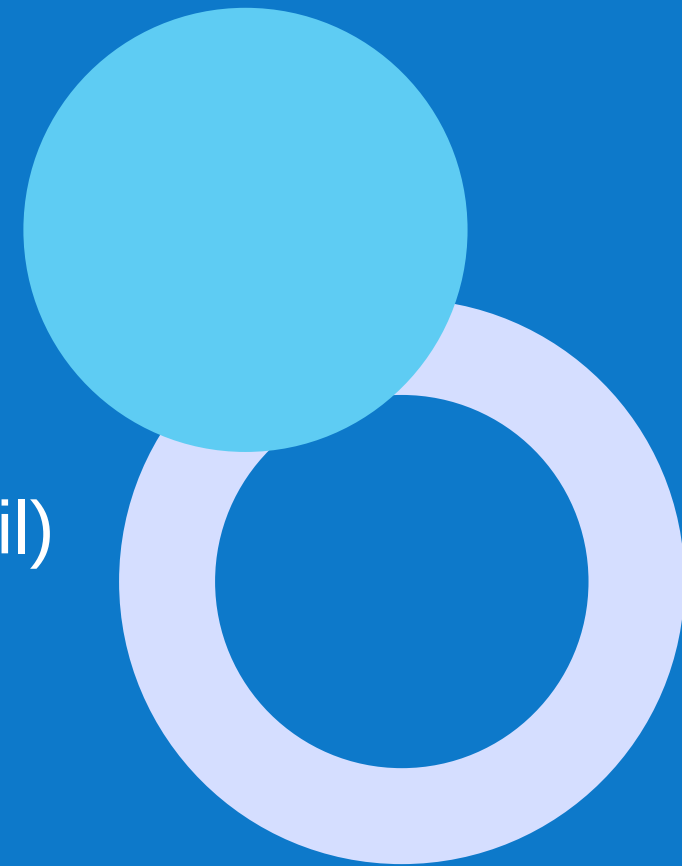
POLICY CI-2-1-2 (*level of service standards*)

The City shall apply the following standards for the purposes of making a concurrency determination and issuance of a Certificate of Occupancy, or its equivalent development approval:

- a. An adequate potable water supply and adequate ~~P~~p potable water, sewer, solid waste, and drainage facilities shall be in place and available to serve new development no later than the issuance of a Certificate of Occupancy, or its functional equivalent.

Next Steps

- Receive **public comments**
- Hold **transmittal public hearing** (City Council)
- Transmit for **state review**
- Hold **adoption public hearing** (City Council)
- Submit to state for **finding of compliance**
- Develop **One Water Subelement** and update other Comprehensive Plan elements



Thank you! Questions?



2022-2040
Water Supply
Facilities
Work Plan

Comprehensive Plan Amendment

City Council
Planning Session

February 13, 2023



PROPOSED GOALS, OBJECTIVES, AND POLICIES | 2022-2040 WATER SUPPLY FACILITIES WORK PLAN

Zephyrhills 2025 Comprehensive Plan Amendment

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
LAND USE (LU) Element Tax Base	GOAL LU-1: To achieve an economically and diversified tax base that ensures: - That the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base; - That recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination, and an airport community offering recreational and industrial opportunities; - That enjoyment of natural and man-made recreational resources by citizens and visitors alike; and - That threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.
OBJECTIVES & POLICIES	
Land Development Regulations	<i>Obj LU-1-1: To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.</i>
Land Development Regulations	LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which: - Regulate the subdivision of land; - Regulate signage; - Provide for drainage and stormwater management; - Provide requirements for the provision of open space, and safe and convenient on-site traffic flow and parking requirements; - Coordinate future land uses with soil conditions, topography, and availability of facilities and services; - Ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development; - Protect the limited amount of wetlands and other environmentally sensitive natural resources; - Protect the potable <u>well fields groundwater supply</u> by designating appropriate <u>land uses and</u> activities <u>and land uses</u> within <u>well-head wellfield</u> protection areas and environmentally sensitive lands <u>and promoting water conservation</u>; <u>Provision of Provide</u> mixed land use designations, such as recreation and neighborhood commercial in residential

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
	areas; and j. Discourage the proliferation of urban sprawl.
Capacity Reservation	LU-1-1-3: The City Council may reserve public facility capacity for a particular land area or specific land use provided the reservation is in accordance with a specific development or redevelopment strategy identified in the Comprehensive Plan. This could include strategies for job creation, workforce housing development, and tax base diversification.
Natural Resources	Obj LU-1-7: All development activities shall ensure the protection of natural resources and potable well fields.
Natural Resources	LU-1-7-3: Consider in land use planning and regulation, the impact of land use on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding.
Natural Resources	LU-1-7-5: The developer/owner of any new development or redevelopment shall be responsible for on-site management of storm-water run-off in a manner so that post-development run-off rates, volumes, and pollutant loads do not exceed existing conditions. [Note: Water-carried pollutants can pollute potable water supplies.]
Future Service Area (Utility Service Area w/ Growth Management Stipulations)	Obj LU-1-10: The City manage its growth through the establishment of a future service area, guidelines for annexation, and the execution and maintenance of interlocal agreements with Pasco County.
Future Service Area Interlocal Agreement	LU-1-10-1: The City hereby establishes a "Future Service Area" (refer to Map LU-8) in accordance with the "Interlocal Agreement between Pasco County and the City of Zephyrhills: establishing a designated that designates existing and future service areas for City water and wastewater utility services. Any change to the "Future Service Area" boundary shall require amendment of the Comprehensive Plan and the Interlocal Agreement with Pasco County. [Note: Consolidation with LU-1-10-2.]
Future Service Area Boundary Changes	LU-1-10-2: The City shall maintain an Interlocal Agreement with Pasco County that designates existing and future service areas for the City of Zephyrhills. Amendments to the boundary of the "Future Service Area" shall require an amendment of this Comprehensive Plan. [Note: Consolidated with LU-1-10-1.]
Future Service Area Annexations	LU-1-10-32: The City will not consider the annexation of lands outside of the "Future Service Area" established by this Element.
Future Service Area	LU-1-10-43: The City will consider the annexation of lands within the "Future Service Area" in accordance with the following

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
Annexation Criteria	criteria: a. 1. The land to be annexed can be served by public water and sewer within three years; b. 2. It can be demonstrated that adequate water supply is available to serve the area to be annexed at the time of annexation or can be provided concurrent with anticipated development; c. 3. It can be demonstrated that roadway levels of service can be satisfied within the area to be annexed at the time of annexation or can be provided concurrent with anticipated development; d. 4. It can be demonstrated that general public services such as fire and police protection can be provided concurrent with anticipated development. e. 5. It can be demonstrated that adopted levels of service for parks and recreation, stormwater management, solid waste management and schools can be met by anticipated development within the area to be annexed. f. 6. It can be demonstrated that the principles and standards for <u>water conservation, energy efficiency,</u> energy conservation, and reduction of greenhouse gas emissions establishes by the City can be equaled or exceeded within the area to be annexed.
PUBLIC FACILITIES (PUB) Element Potable Water	GOAL PUB-1: The City shall provide a sufficient supply of water of appropriate quality for all beneficial uses within the Zephyrhills uUtility sService aArea.
OBJECTIVE & POLICIES	
Level of Service	<i>Obj PUB-1-1: Secure sufficient raw <u>potable</u> water supplies, provide <u>adequate water</u> treatment capacity, and implement <u>water</u> conservation <u>rules, policies, and</u> programs to meet the demands of existing and future potable water customers.</i>
Level of Service Standard (Supply)	PUB-1-1-1: The City shall maintain the potable water <u>supply</u> level of service standard of <u>126 114</u> gallons per <u>capita per</u> day per <u>capita</u> <u>or lower.</u>
Level of Service	PUB-1-1-2: The City will continue to encourage use of the lowest quality water available and suitable to a given purpose. Programs shall be developed that provide for water reuse alternatives in lieu of wastewater and stormwater disposal to surface water bodies.
Level of Service	PUB 1-1-3: The City will implement construction codes which require state-of-the-art water conservation techniques for new construction.
Level of Service	PUB-1-1-4: The City will continue to enforce provisions of the Southwest Florida Water Management District Water Shortage Plan, Chapter 40D-21, Florida Administrative Code.

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
Level of Service	PUB 1-1-5: Investigate the feasibility of wet-weather storage option as a water source to augment reclaimed water flows. [Note: Determined not feasible.]
Level of Service	PUB 1-1-6: The City shall maintain a Water Supply Facilities Work Plan pursuant to Section 163.3177(6)(c), F.S. The Work Plan shall incorporate traditional and alternative water supply projects and conservation and reuse programs deemed necessary to meet the City's water supply needs over a 10-year planning period, at minimum.
Level of Service	<i>Obj PUB-1-2: Continue to provide DEP approved potable water distribution to all developed land within the corporate limits which is capable of delivering an average daily flow of 300 gallons per <u>day per</u> dwelling unit. The City will continue to monitor the capacity of the facilities that may require future expansion.</i>
Level of Service Standard (Facilities)	PUB-1-2-1: The City shall extend public water distribution lines to serve all residences within the present City limits, and to future annexed areas within three years after annexation. The Level of Service standard to be provided based on an average household size of 2.1 x 100 gallons per capita per day, plus 30 percent of the total for non-residential uses is 300 gal/day/du. (2.1 x 100 = 210 + 90 = 300). The 30 percent for non-residential use is based on current water consumption records of the City Utilities Department. For purposes of estimating non-residential water consumption, refer to the Appendix of this element. <u>The City's level of service standard for determining the ability to provide adequate potable water facilities to potential customers is 300 gallons per day per dwelling unit or equivalent residential unit.</u> [Note: Clarified and streamlined standard.]
Level of Service	PUB-1-2-2: No building permits will be issued for new residential, office, or commercial development which is not served by a public water supply.
Level of Service	PUB-1-2-3: All properties within 200 feet of a public water supply will be required to connect to the public water supply within 120 days after availability unless served by another DEP approved private system.
Level of Service	<i>Obj PUB-1-3: Continue to provide quantity of water for each specific development with sufficient residual pressure to meet fire suppression standards of ISO.</i>
Level of Service	PUB-1-3-1: No Certificate of Occupancy will be issued for new buildings which cannot be protected from fire damage by an adequate means of fire suppression.
Level of Service	PUB-1-3-2: Local regulations to protect water supplies will apply to privately-owned systems within the City's jurisdiction as well as the City owned system.

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
Level of Service	PUB-1-3-3: Site Plan review of proposed development within a delineated cone of influence <u>Cone of Influence</u> will identify appropriate mitigation measures.
Discourage Urban Sprawl	<i>Obj PUB-1-4: The City shall discourage urban sprawl and encourage compact development and a separation of urban and rural land uses by directing new development to areas currently served by potable water facilities to maximize the use of existing potable water distribution facilities before extending service to areas currently unserved by potable water facilities.</i>
Prioritize Infill Areas	PUB-1-4-1: The City shall prioritize public funding, timing, and location of capital improvement projects for potable water facilities which promote infill of areas to utilize existing potable water facilities.
Maximize Existing Public Facilities	PUB-1-4-2: The City shall develop priorities that maximize the use of existing public facilities and establish a plan for replacement, possible future facility deficiency corrections and future facility needs.
PUBLIC FACILITIES (PUB) Element Groundwater	GOAL PUB-5: Develop an integrated Integrate stormwater management system and groundwater aquifer protection.
OBJECTIVE & POLICIES	
Water Conservation & Alternative Supplies	<i>Obj PUB-5-3: Reduce demand for groundwater resources and the need for potable water system expansion by promoting and practicing water conservation and expanding access to alternative water supplies.</i>
Reclaimed Water	PUB-5-3-1: The City shall continue to expand the reclaimed water system to provide alternatives to groundwater withdrawals for irrigation and other nonpotable water uses and to reduce the need for wastewater and stormwater disposal to surface water bodies.
Water for Irrigation	PUB-5-3-2: The City shall prohibit use of potable water for irrigation in the Zephyrhills Future Service Area where reclaimed water is available.
Water Conservation Partners	PUB-5-3-3: The City shall develop partnerships with community groups, developers, and agencies, such as the Southwest Florida Water Management District and University of Florida/IFAS (Florida Yards & Neighborhoods Program), to promote awareness of water conservation needs and practices, and distribute water conservation information in one or more of the following ways: website, newsletters, brochures, speakers' bureau presentations and displays at community events.

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
CONSERVATION (CON) Element Water Resources	GOAL CON-2-1: To protect and conserve water resources which are vital to community sustainability.
OBJECTIVE & POLICIES	
Wetlands (Groundwater Recharge)	<i>Obj CON-2-1: Continue to evaluate and protect wetlands as required in the City Land Development Code with ongoing communication with SWFWMD and FDEP.</i>
Wetlands (Groundwater Recharge)	CON-2-1-1: Utilize the Priority Wetlands Map for Listed Species to prepare individual maps for wetlands in the City and for properties that are likely to be annexed into the City. Each map should identify: location, boundary, size, classification, values and functions of the wetlands, and any existing incompatible land uses within or surrounding the wetland.
Wetlands (Groundwater Recharge)	CON 2-1-2: The City shall continue to review and identify land uses compatible and not compatible with wetlands. Future land uses incompatible with protection and conservation of wetlands shall be directed away from wetlands. The factors considered should be land use: wetland classification, intensity, density, wildlife, extent, distribution, and location of allowable land uses. This information will be incorporated into the City Land Development Code.
Wetlands (Groundwater Recharge)	CON-2-1-3: The City's goal for wetland protection shall be a no net loss of wetlands standard. In cases where wetlands are unable to be protected/conserved, mitigation will be required to compensate for the loss of wetlands as described in the City Land Development Code.
(Groundwater Recharge)	CON-2-1-4: Prohibit impervious surfaces to be added within 30 feet of a delineated wetland larger than 40,000 square feet, but allow wetland area to be used for setback and landscaping requirements. Development activity near wetlands shall be permitted if it can be shown that these activities will not adversely affect the wetland.
Wetlands (Groundwater Recharge)	CON-2-1-5: Encourage development of sites with significant wetlands to be designed as Planned Unit Developments. Land development in general shall be distributed in a manner that minimizes impact on wetlands.
Wetlands (Groundwater Recharge)	CON-2-1-6: Protect the hydrologic continuity and water quality of wetlands. Development activities or other land disturbances in the drainage area of wetlands shall minimize alterations to the surface or subsurface flow of water into and from the wetland and shall not cause impairment of the water quality of the plant and wildlife habitat value of the wetland. Land use planning and development decisions shall consider the impact on surface and groundwater quality.
Water Supply	<i>Obj CON-2-2: Protect, conserve, and appropriately use potable water sources in order to meet the needs of the existing and future population of the Zephyrhills <u>Future Utility</u> Service Area.</i>

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
Water Supply	CON-2-2-1: The City shall protect and conserve the natural functions of existing lakes, floodplains, and wetlands.
Water Supply	CON-2-2-2: Encourage water conservation through education, awareness and incentive programs oriented to residential and commercial water customers. Such programs may include: a. Rebates for installation of low flow plumbing fixtures b. Water conservation information for the City's website c. Water conservation displays and printed information at community focal points (e.g., libraries, recreation centers, City Hall) d. Community awards and demonstration projects for water efficient landscapes e. Staff involvement in "Drop Savers" and "Project WET" programs conducted in private schools. f. Requirement for installation of soil moisture sensors, rainfall sensors or other water-saving irrigation technologies g. Requirement for installation of water efficient landscaping in new developments and redevelopment. h. Requirement for facilities that support stormwater reuse as a source for supplemental irrigation when feasible.
Water Supply	CON-2-2-3: Enforce provisions of the Southwest Florida Water Management District Water Shortage Plan, Chapter 40D-21, Florida Administrative Code.
Water Supply	CON-2-2-4: Investigate the feasibility of a wet-weather storage option as a water source to augment reclaimed water flows.
Water Supply	CON-2-2-5: Coordinate with the Southwest Florida Water Management District, including consideration of the <u>approved</u> Regional Water Supply Plan, to ensure that water supplies are adequate to meet the City's current and projected potable water needs <u>in the Utility Service Area</u> and to reduce dependence on the Floridan aquifer to meet potable water demand.
Water Supply	CON-2-2-6: Implement traditional and alternative water supply projects and conservation and reuse programs deemed necessary to meet the water needs identified in the Zephyrhills Water Supply Facilities <u>Work</u> Plan.
Water Resources	<u>CON-2-2-7: The City shall enforce emergency water conservation orders issued by the Southwest Florida Water Management District.</u> [Relocated from minerals, soils, and native vegetation objective CON-3-1]
Surface Waters	<i>Obj CON-2-3: Improve the natural biological functions of the Zephyr Lake basin.</i>
Surface Waters (Water Quality)	CON-2-3-1: Coordinate with the Southwest Florida Water Management District and Florida Department of Environmental Protection to develop a plan to improve the water quality of Lake Zephyr. At a minimum, the plan should address consistent water elevations and improvements to the littoral zones of Zephyr Lake and the overall drainage basin.

CONSERVATION (CON) Element <i>Minerals, Soils, and Native Vegetation</i>	GOAL CON-3: Preserve minerals, soils, and vegetative communities.
OBJECTIVE & POLICIES	
Minerals, Soils, and Native Vegetation	CON-3-1: Conserve, appropriately use, and protect minerals, soils, and native vegetative communities.
Water Resources	CON-3-1-4: The City shall enforce emergency water conservation orders issued by the Southwest Florida Water Management District. <i>[Relocated under potable water objective CON-2-2]</i>
CONSERVATION (CON) Element <i>Groundwater</i>	GOAL CON-4: To maintain the high quality of groundwater resources in the Zephyrhills utility service area <u>Utility Service Area</u> .
OBJECTIVE & POLICIES	
Groundwater Resources	CON-4 Monitor and protect ground water quality/quantity and location of development/appropriate uses in recharge areas as identified by the Southwest Florida Water Management District.
Groundwater Resources	CON-4-1-1: The Land Development Code shall restrict land uses known to adversely affect water quality and quantity of within natural groundwater recharge areas, wellhead protection areas, and surface waters used as a source of public water.
Groundwater Resources	CON-4-1-2: Develop a water protection ordinance that will provide the City with a mechanism to review and regulate large water consumers and/or businesses that resell water.
Groundwater Resources	CON-4-1-3: Adopt by reference aquifer recharge areas and their classifications as identified by the Southwest Florida Water Management District.
INTERGOVERNMENTAL COORDINATION Element (ICE) <i>Agency Coordination</i>	GOAL ICE-1: Improve intergovernmental coordination to successfully implement local government comprehensive plans and to resolve conflicts resulting from the plans.

OBJECTIVES & POLICIES

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
Development and Capital Projects	<i>Obj ICE 1-1: Review each element of the comprehensive plan to:</i> <i>a. Identify and coordinate items that are of mutual interest to others;</i> <i>b. Identify issues that should be coordinated with others;</i> <i>c. Address through coordination mechanisms the impacts of development on others;</i> <i>d. Others shall include the Pasco County School Board, other units of local government providing services but not having regulatory authority over the use of land, adjacent local governments, and regional, state, or federal agencies.</i>
Development and Capital Projects	ICE 1-1-5: The City will review the plans and independent special district facility reports of the Pasco County Public Transit (PCPT), the Southwest Florida Water Management District, and Tampa Bay Water and identify and resolve any conflicts with the City's Comprehensive Plan, including concurrency related items.
Annexation	<i>Obj ICE-1-3 The City of Zephyrhills will follow state guidelines on annexation procedures and establish a Joint Planning Area with Pasco County to continue resolving existing enclave and jurisdictional issues where feasible.</i>
Annexation	ICE-1-3-1: The City of Zephyrhills will continue to secure annexation agreements as a condition of extending City water and/or sewer service.
Annexation	ICE-1-3-6: The City's <u>Utility sService aArea</u> shall be identified by interlocal agreements <u>s</u> with Pasco County <u>and the City of Dade City.</u>
Annexation	<i>Obj ICE-1-4 Identify and describe joint processes for collaborative planning for facilities with regional significance and problematic land uses.</i>
Regionally Significant Resources	ICE-1-4-1: The City will cooperate in the conservation of regionally significant natural resources such as potable water supply through participation in federal, state, regional or local programs which address multi-jurisdictional natural resource protection.
Level of Service Standards by Others	ICE-1-4-7: Compare LOS standards with those of Pasco County and other nearby municipalities to confirm appropriateness of quantitative measures, including elements of traffic, sanitation, and utility standards.
CAPITAL IMPROVEMENTS (CI) Element	GOAL CI-1: The City shall undertake fiscal actions necessary to provide and maintain public facilities for all permanent and seasonal residents at the adopted levels of service standards.

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
Facility Prioritization	
OBJECTIVE & POLICIES	
Annual Capital Improvements Prioritization	<i>Obj CI-1-1: Annual Capital Improvements Prioritization. As an ongoing objective, capital improvements will be provided in a fiscally sound manner to correct existing deficiencies, accommodate desired future development and redevelopment, and replace worn-out or obsolete facilities, as indicated in the Five-Year Capital Improvements Plan (CIP).</i>
Water Supply Facilities Work Plan	CI-1-1-3: The City shall include water supply facility expansion and enhancement projects in the Capital Improvements Element five-year schedule of capital improvements, in accordance with the Zephyrhills Water Supply Facilities Work Plan.
Budgetary Policy	CI-1-2-4: The City will continue to secure grants or private funds whenever available to finance the provision of capital improvements.
CAPITAL IMPROVEMENTS (CI) Element Level of Service Standards	GOAL CI-2: Maintenance of Level of Service Standards. Provide new capital improvements concurrent with the impacts of new development to maintain adopted levels of service.
OBJECTIVE & POLICIES	
	<i>Obj CI-2-2: Coordinate land use decisions and available or projected financial resources with the Five-Year Schedule of Capital Improvements to maintain the adopted level of service standards found in the individual comprehensive plan elements and meet existing and future infrastructure needs.</i>
	POLICY CI-2-1-1: The City shall implement the Concurrency Management System in Appendix A of this element which ensures that public facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System shall include: - A requirement that the adopted level of service standards shown in Table CI-2-1-1 be maintained; - A requirement that the Capital Improvements Element set forth a financially feasible plan which demonstrates that the adopted level of service standards will be achieved and maintained; - A system for monitoring and ensuring adherence to the adopted level of service standards, the schedule of capital improvements and the availability of public facility capacity; - Guidelines for interpreting and applying level of service standards to applications for development orders and development permits and determining when the test for concurrency must be met; and

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH			
	e. A requirement that ensures that development orders and development permits are issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards for the affected facility.			
Table CI-2-1-1 Excerpt (only potable water standards are shown)	Table CI-2-1-1 Public Facility Level of Service Standards City of Zephyrhills			
	Comprehensive Plan Element	Facility Type	Services Area	Level of Service Standard
	<u>Infrastructure Public Facilities</u>	City Water Treatment <u>Plant Facilities</u>	<u>City Water Zephyrhills Utility</u> Service Area	<u>126 300</u> gallons per day per <u>capita</u> <u>water treatment capacity (annual average daily flow) dwelling unit or equivalent residential unit</u>
	<u>Infrastructure Public Facilities</u>	City Water <u>Wells</u> <u>Regulated by Water Use Permit Supplies</u>	<u>City Water Zephyrhills Utility</u> Service Area	<u>126 114</u> gallons per <u>capita per day</u> <u>per capita or lower</u>
Maintenance of Level of Service Standards	CI-2-1-2: The City shall apply the following standards for the purposes of making a concurrency determination and issuance of a Certificate of Occupancy, or its equivalent development approval: a. <u>An adequate potable water supply and adequate Ppotable</u> water, sewer, solid waste, and drainage facilities shall be in place and available to serve new development no later than the issuance of a Certificate of Occupancy, or its functional equivalent. b. As determined through consultation with the City's Utilities Department prior to the approval of a building permit, or its functional equivalent, adequate water supplies shall be available to serve the new development no later than the issuance of the Certificate of Occupancy, or its functional equivalent. c. Parkland and recreational facilities necessary to serve residential development shall be in place or under actual construction no later than one year after the issuance of the Certificate of Occupancy. However, the acreage for such facilities shall be dedicated or be acquired by the City prior to issuance of the Certificate of Occupancy or funds in the amount of the developer's fair share shall be committed no later than the issuance of the Certificate of Occupancy. d. Necessary transportation facilities needed to serve new development shall meet one of the following requirements: (1) The facilities are in place or under actual construction within three years from the date of issuance of the Certificate of Occupancy, a building permit, or its functional equivalent that results in traffic generation. (2) The facilities are guaranteed in an enforceable development agreement that includes the provisions of Rule 9J-5.0055(2)(a)1, 7, 8, FAC, pursuant to Section 163.3220, FS, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. The agreement must guarantee the necessary facilities and services will be in place at the time of			

PLANNING TOPIC	POTABLE WATER-RELATED GOPs WITH PROPOSED CHANGES IN UNDERLINE AND STRIKETHROUGH
	issuance of the Certificate of Capacity <u>Occupancy</u>; or will be in place or under actual construction within three years of the date of the issuance of the Certificate of Capacity Occupancy, or its functional equivalent. [check this] (3) Payment of proportionate fair share contributions to mitigate local and regionally significant traffic impacts, consistent with Chapter 163.3180(16), FS, and the Land Development Code. Such standards and guidelines shall provide that the City shall not rely on transportation facilities in place or under actual construction more than three years after the issuance of the Certificate of Occupancy, or its functional equivalent, except as provided in Section 163.3180, Florida Statutes. [check this]
Cooperative Funding	POLICY CI-2- 1 -3: The City shall pursue funding assistance from the Southwest Florida Water Management District Cooperative Funding Initiative and other programs, as appropriate, for reclaimed water and alternative water supply projects.
CAPITAL IMPROVEMENTS (CI) Element Cost Sharing	GOAL CI-3: New Development Infrastructure Needs. Require new development to bear a fair share of costs to expand public facilities needed to maintain adopted levels of service.
OBJECTIVE & POLICIES	
Cost Sharing to Maintain Standards	<i>Obj CI-3-1: Future development will bear a proportionate cost of facility improvements or mobility strategies necessitated by the development in order to maintain the adopted level of service standards.</i>
New Development Infrastructure Needs	CI-3-1-3: Re-evaluate the water and sewer impact fee rebate policy and connection fee rates after the sewer plant expansion and water storage tank construction are complete.

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2022–2040 WATER SUPPLY FACILITIES WORK PLAN

City of Zephyrhills 2025 Comprehensive Plan | January 2023

DRAFT

**2022 – 2040 WATER SUPPLY FACILITIES WORK PLAN –
CITY OF ZEPHYRHILLS 2025 COMPREHENSIVE PLAN**

Prepared for:

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Zephyrhills, Florida 33542

Prepared by:

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Jones Edmunds Project No.: 26110-046-01

January 2023

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APPENDICES

Appendix A	BTB Request for Additional Water
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ACRONYMS AND ABBREVIATIONS

AADD	Annual Average Daily Demand
AADF	Annual Average Daily Flow
ALF	Assisted Living Facility
AWT	Advanced Wastewater Treatment
BTB	BlueTriton Brands
CIP	Capital Improvements Plan
CMS	Concurrency Management System
EMP	Environmental Monitoring Plan
EPA	Environmental Protection Agency
EPWC	East Pasco Water Coalition
EST	Elevated Storage Tank
FAC	Florida Administrative Code
FAS	Florida Aquifer System
FDEP	Florida Department of Environmental Protection
FS	Florida Statutes
FY	Fiscal Year
GIS	Geographic Information System
gpcd	Gallons per Capita per Day
gpd	Gallons per Day
GPY	Gallons per Year
GST	Ground Storage Tank
HET	High-Efficiency Toilet
HEU	High-Efficiency Urinal
ID	Identification
IFAS	Institute of Food and Agricultural Sciences
INTB	Integrated Northern Tampa Bay
Kgal	kilogallons
LFA	Lower Floridan Aquifer
LID	Low-Impact Development
LOS	Level of Service
MDD	Maximum Daily Demand
MFL	Minimum Flows and Level
MG	Million Gallons
MGD	Million Gallons per Day
PSAR	Public Supply Annual Report
PUD	Planned Unit Development
RIB	Rapid Infiltration Basin
RWSP	Regional Water Supply Plan

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SMS	Soil Moisture Sensors
SRF	State Revolving Fund
SWFWMD	Southwest Florida Water Management District
UF	University of Florida
UFA	Upper Floridan Aquifer
WRF	Water Reclamation Facility
WWTF	Wastewater Treatment Facility
USA	Utility Service Area
WUP	Water Use Permit

1 INTRODUCTION

Recognizing the importance of an adequate water supply to a sustainable future, the Florida Legislature established a process for water-supply planning through the state's Growth Management Act (Chapter 163, Part II, Florida Statutes [FS]) and Water Protection and Sustainability Program (Chapter 373, FS). Under this system, Florida's water management districts must periodically evaluate the adequacy of water supplies to meet demand in the state's water planning regions over a 20-year planning period. The Southwest Florida Water Management District (SWFWMD) – the planning region that includes Pasco County – adopted its current Regional Water Supply Plan (RWSP) on November 17, 2020. The Plan addresses years 2015 through 2040.

Local governments within the planning region addressed by an RWSP are required to adopt a Water Supply Facilities Work Plan to demonstrate that adequate water supplies will be available to meet future demand for at least 10 years. The City of Zephyrhills' 2022-2240 Water Supply Facilities Work Plan represents the City's plan to meet current water demands and expected growth in the Zephyrhills Utility Service Area (USA) through 2040.

The Water Supply Facilities Work Plan is supported by policies in the City of Zephyrhills 2025 Comprehensive Plan standards and regulations in the City's Land Development Code, and programmed capital improvement projects in the City's adopted Capital Improvements Plan (CIP).

2 WATER DEMAND

2.1 ZEPHYRHILLS UTILITY SERVICE AREA

Figure 1 shows the City's USA. The USA covers approximately 19.7 square miles and encompasses most of the City's incorporated area and parts of unincorporated Pasco County. Pasco County Utilities serves the portion of the City's incorporated area outside the USA.

2.2 USA HISTORICAL WATER DEMAND –ZEPHYRHILLS USA

In 2020, the City renewed Water Use Permit (WUP) Number 6040. The WUP allows an annual average withdrawal of 3.3084 million gallons per day (MGD) and a peak month withdrawal of 3.6723 MGD. The WUP quantities were based on a per-capita rate of 87 gallons per capita daily (gpcd) and a peak factor of 1.11. The calculated per-capita rate of 87 gpcd is based on 2014 through 2018 water use and is less than the per-capita rate of 103 gpcd used in the previous WUP.

Table 1 presents the historical water demands from the City's Public Supply Annual Reports (PSARs). The recent 2021 average annual daily demand (AADD) was 2.383 MGD. The corresponding average per capita use was 83 gallons per day (gpd).

Table 1 Historical Water Demands

PSARs	Population	Dwelling Units	Total Water Use (MGD)	gpcd	gpd/Dwelling Unit	Persons/Dwelling Unit
2016	27,880	13,304	2.341	84	176	2.1
2017	27,456	13,199	2.416	88	183	2.1
2018	27,734	13,346	2.340	84	175	2.1
2019	27,824	13,394	2.294	82	171	2.1
2020	28,584	13,768	2.383	83	173	2.1
2021	29,117	14,062	2.406	83	171	2.1

2.3 2020 REGIONAL WATER SUPPLY PROJECTIONS

Table 2 shows the 2020 RWSP estimated Public Supply Water Demand Projections for the City of Zephyrhills. The RWSP's 2020 projected population of 29,746 is 1,162 persons more than the City's reported existing served population. The USA service population is expected to reach 36,534 persons by 2040. The increase (6,788 persons) is expected over the 20-year planning period (2020 through 2040) through infill/redevelopment, rehabilitation of vacant dwellings, and extension/connection of City utilities to presently unserved properties (i.e., well users and new dwelling units).

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Figure 1 City of Zephyrhills USA

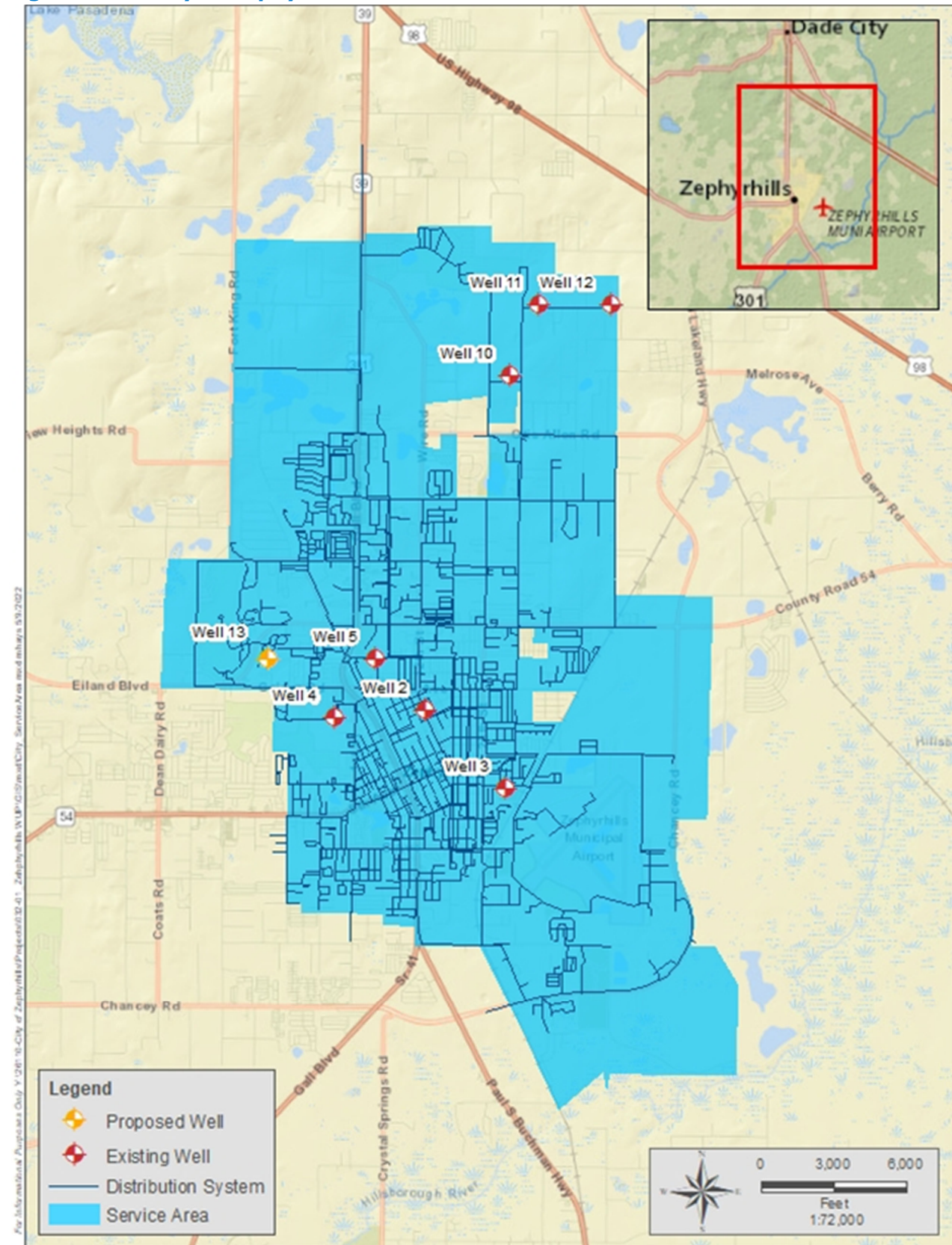


Table 2 Estimated Future Potable Water Demand, City of Zephyrhills USA

Year	2020	2025	2030	2035	2040
Water Service Area Population Served ¹	29,746	32,056	33,904	35,436	36,531
Estimated gpcd ¹	98	98	98	98	98
Projected Demand (MGD) ¹	2.921	3.148	3.329	3.480	3.587

Notes: ¹ Growth rate in 2020 RWSP (addition of 6,788 persons by 2040).

The RWSP projects a 0.666-MGD increase in water demand within the USA over the 20-year planning period with projected water demands reaching 3.587 MGD by 2040. The RWSP's projected demand assumes 98 gpcd for the USA, which is based on the average 2011 through 2015 gpcd. The 2020-projected demand is 2.921 MGD, which is 0.269 MGD more than that reported on the PSAR (Table 1) and can be attributed to the lower population (1,162 less) and a lower (83) gpcd.

2.4 AVERAGE WATER GPCD FROM 2011 TO 2015 REPORTED USE

2.4.1 FUNCTIONAL POPULATION PROJECTIONS

SWFWMD provides functional population projections on its website under Section C-2 – *Geographic Information System (GIS) Model Parcel-Level Population Projections*. The database provides parcel-level projections of seasonal, tourist, and net commuter populations through 2045. Table 3 shows the total function population for the parcels within the City's USA in the February 2022 GIS model parcel-level population database for Pasco County. Projected water demand assumes 87 gpcd based on the compliance per capita limit in the City's WUP.

Table 3 SWFWMD Parcel-Level Population Projections

Year	2020	2025	2030	2035	2040	2045
USA Population ¹	28,584	30,446	31,698	32,668	33,351	33,841
Estimated GPCD ²	87	87	87	87	87	87
Projected Demand (MGD) ²	2.487	2.649	2.758	2.842	2.902	2.944

Notes: ¹ Population projections in the database adjusted using the 2020 PSAR population.

² Compliance per capita in 2020 WUP.

2.4.2 PLANNED RESIDENTIAL DEVELOPMENTS

The City Utilities and Planning Departments provided data regarding residential developments. Table 4 identifies City-approved developments that will affect the number of residents in the USA over the 2040 Work Plan period. These developments have approved site plans and are already under construction or expected to begin construction within the next year. Approved developments identified by the City include approximately 2,470 dwelling units. Historically, the City has assumed an average of 2.1 persons per unit; however, many of the approved new developments are three- to five-bedroom dwelling units and a higher number of persons per unit is expected. Table 4 assumes an average of 3 persons per unit for three-to-five-bedroom dwelling units.

Table 4 Approved Planned Residential Developments

Development	Units	People per Household	Buildout Population	Buildout Years
Trotter's Crossing	91	3.0	273	5
Abbott Park (Remaining)	252	3.0	756	5
Abbott Square	651	3.0	1,953	7
Healthier Stay (Simon's Property)	39	2.5	98	5
Silver Oaks Villages	200	2.1	420	7
Tyson Townhomes	130	2.1	273	5
Zephyr Court	56	2.1	118	2.5
Autumn Palm Villas	94	2.1	197	3
Gateway Subdivision	68	2.5	170	5
Skybird	200	2.5	500	5
Gagne	218	3.0	654	5
Butterfield Townhomes	10	2.5	25	0
Palm Cove Assisted Living Facility (ALF) and Independent Living	210	2.1	441	5
Zephyr Commons Apartments	251	2.1	527	5
Total	2,470	2.6	6,405	—

Note: -- = Not applicable.

Table 5 identifies residential developments under review by the City. Site plans have been submitted for these developments, and approval of the site plans for these developments is expected within the next 6 months. The developments under review are expected to add another 1,031 dwelling units within the 2040 Work Plan period.

Table 5 Developments Under Review

Development	Units	People per Household	Buildout Population	Buildout Years
Terrace at Pretty Pond	49	2.1	103	10
Eiland/Fort King Planned Unit Development (PUD) (Apartments)	286	2.1	601	10
Ryman Townhomes (Wire Road)	60	2.1	126	10
Nick Apartments	144	2.1	302	5
Pretty Pond Apartments	240	2.1	504	6
Hospital Owned Property (Apartments with 1 to 3 bedrooms)	252	2.1	529	10
Total	1,031	2.1	2,165	—

Table 6 shows the projected population with future planned information provided by the City for developments known to them but not yet submitted for approval. These developments

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could add an additional 2,500 dwelling units thereby further increasing the water demand over the 2040 Work Plan period.

Table 6 Future Planned Developments

Development	Units	People per Household	Buildout Population	Buildout Years
Purvis Property – West	136	2.1	286	15
Purvis Property – East	740	2.1	1,554	15
8 th Avenue Villas	4	2.1	8	20
Majestic Oaks	157	2.1	330	20
Garden Villas, Phase 2	16	2.1	34	10
Wire Ranch Investors Apartments	200	2.1	420	20
Orange Valley – Multiple parcels 880 acres	2,500	3.0	7,500	20
Total	3,753	2.1	10,131	23

2.4.3 COMMERCIAL DEVELOPMENT

The City's gpcd of 87 gpd is based on historical residential and commercial use. Table 7 shows the historical percentages of residential and commercial water use for the City's USA. Commercial demand has accounted for 24% to 33% of the City's water use. The average 2016 through 2021 commercial use was 0.67 MGD or 28% of the water use.

Table 7 Historical Residential and Commercial Use Demand Contribution

PSARs	Total Water Use	gpcd	Residential Water Use (MGD)	% Residential Use	Commercial Water Use (MGD)	% Commercial Use
2016	2.341	84	1.25	53	0.71	30
2017	2.416	88	1.41	58	0.57	24
2018	2.340	84	1.27	54	0.72	31
2019	2.294	82	1.29	56	0.76	33
2020	2.383	83	1.37	58	0.63	27
2021	2.406	83	1.42	59	0.63	26
Average			1.34	57	0.67	28

In a joint effort with Dade City and Pasco County, the City is working to redevelop US Highway 301 between Dade City and Zephyrhills. The City is also promoting additional commercial and industrial development within its service area within the airport industrial corridor. Additionally, the City has received a request from BlueTriton Brands (BTB) for additional water over the planning period. Appendix A shows a letter from BTB requesting 400,000 gpd by 2023. The City expects the total buildout of the airport development and additional BTB demand to require 700,000 gpd with demand reaching 400,000 gpd by 2025 and 700,000 gpd by 2040.

2.5 ABSORPTION OF EXISTING WATER SYSTEMS

Smaller, independent, and Pasco County-served systems that will potentially be served by the City were not added to the future demands. Others currently provide WUP and treatment capacity for such systems. If the City absorbs such systems, the WUP and treatment capacity from these other systems would likely be transferred to the City.

2.6 PROJECTED WATER DEMAND

Jones Edmunds projected populations using SWFWMD's GIS parcel database. For parcels with residential development information provided by the City, we replaced the parcel information with the projected population and buildout information in Tables 5 through 6. Table 8 compares the residential development-projected population numbers to the SWFWMD parcel database. Table 9 shows the total USA projected population.

Table 10 compares the demand projections in the RWSP and those projected using the residential development information. The projected total water demand depends on the gpcd use within the USA. The residential development-based projections are based on the WUP compliance limit of 87 gpcd. Although the RWSP projects a lower 2040 population, the RWSP assumes 98 gpcd, resulting in a projected demand like the demand calculation assuming the approved developments in Table 4. The demand projections in Table 10 assume a future residential/commercial demand ratio similar to historical use. As discussed in Section 2.4, the City expects additional commercial/industrial demands from the airport redevelopment and increased demands from BTB. Table 11 compares the minimum commercial need with the commercial demand projected assuming commercial use will equal 28% of the total demand based on the average 2016 through 2021 residential/commercial ratio. Table 11 shows the commercial need to exceed the historical ratio. Table 12 shows the projected water demand with the additional projected commercial use. Figure 2 compares the projected water demands to the WUP and the Public Water Supply System treatment capacity.

2.7 RECLAIMED WATER DEMAND

The City's WUP requires the City to send 2.804 MGD to the rapid infiltration basins (RIBs) at the City's Wastewater Treatment Facility (WWTF) at full capacity of the WUP (3.308 MGD). This is equal to approximately 85% of the withdrawal amount. The Zephyrhills WWTF has a permitted treatment capacity of 4.5 MGD annual average daily flow (AADF) and a total effluent disposal capacity of 3.85 MGD AADF. The October 2020 through September 2021 AADF to the WWTF was 1.676 MGD with 0.302 MGD (18%) of the reclaimed (reuse) water distributed in the USA for irrigation purposes and 0.058 MGD (3%) used at the WWTF. The City sent the unused 79% to the four RIBs at the Zephyrhills Municipal Airport.

Table 8 Projected Residential Development Populations

	Projected Population					SWFWMD Parcel Database Population				
	2020	2025	2030	2035	2040	2020	2025	2030	2035	2040
Approved Developments	213	3,572	6,405	6,405	6,405	327	593	875	1,118	1,332
Developments Under Review	20	841	1,893	2,165	2,165	20	56	102	139	166
Future Known Developments	271	1,617	4,311	6,996	9,305	271	280	290	299	306
Total	504	6,030	12,609	15,565	17,875	618	930	1,267	1,556	1,804

Table 9 Projected Populations

Source	Projected Population				
	2020	2025	2030	2035	2040
RWSP	29,746	32,056	33,904	35,436	36,531
SWFWMD Database	28,584	30,446	31,698	32,668	33,351
Minimum Commercial Need	—	—	—	—	—
With Approved Developments	28,470	33,424	37,228	37,955	38,424
With Developments Under Review	28,470	34,209	39,019	39,980	40,423
With All Known Developments	28,470	35,545	43,040	46,678	49,423

Table 10 Projected Water Demand Based on Residential Developments

Source	Projected Water Use				
	2020	2025	2030	2035	2040
RWSP	2.92	3.15	3.33	3.48	3.59
SWFWMD Database	2.49	2.65	2.76	2.84	2.90
With Approved Developments	2.48	2.91	3.24	3.30	3.34
With Developments Under Review	2.48	2.98	3.39	3.48	3.52
With All Known Developments	2.48	3.09	3.74	4.06	4.30

Table 11 Projected Commercial Use versus Commercial Need

Total Population	Projected Water Use				
	2020	2025	2030	2035	2040
Minimum Commercial Need	0.63	1.03	1.13	1.23	1.33
With Approved Developments ¹	0.69	0.81	0.91	0.92	0.94
With Developments Under Review ¹	0.69	0.83	0.95	0.97	0.98
With All Known Developments ¹	0.69	0.86	1.04	1.13	1.19

Note: ¹ Water available for commercial use assuming commercial demand is 28% of the 87 gpcd.

Table 12 Projected Demand with Additional Commercial Use

Total Population	Projected Water Use				
	2020	2025	2030	2035	2040
RWSP	2.92	3.15	3.33	3.48	3.59
SWFWMD Database	2.54	2.71	2.82	2.91	2.97
With Approved Developments	2.48	3.12	3.46	3.61	3.74
With Developments Under Review	2.48	3.17	3.57	3.73	3.86
With All Known Developments	2.48	3.24	3.80	4.12	4.39

Figure 2 Projected Potable Water Demands and Capacities, City of Zephyrhills USA



Table 13 compares the historical water withdrawals from City wells to the historical WWTF flows as reported on the annual reuse reports (by fiscal year – October through September). On average, the WWTF flows are 69% of the well withdrawals. Table 14 shows the projected WWTF flows available assuming 69% of the projected withdrawals return to the WWTF. Table 14 shows that the future reuse water generated from the existing USA is not enough to meet the existing reuse demand and meet the WUP requirement to send 2.804 MGD of water to the City’s RIBs under any of the projected growth scenarios. Table 15 shows additional WWTF flows projected in the City’s 2018 *Wastewater Collection and Conveyance System Master Plan*. The flows in Table 15 come from expansion of the City’s USA. Table 16 shows the projected reuse flows available under the approved development growth scenario.

Table 13 Historical WWTF Flow Percentages

	WWTF	WUP Flows	% of Withdrawals
2017	1.614	2.410	67
2018	1.593	2.396	66
2019	1.647	2.351	70
2020	1.711	2.402	71
2021	1.676	2.413	69
Average			69

Table 14 Projected WWTF Flows for the Existing City of Zephyrhills USA

Development	Projected Wastewater Flows			
	2025	2030	2035	2040
RWSP	1.96	2.08	2.17	2.28
With Approved Developments	2.15	2.38	2.48	2.57
With Developments Under Review	2.18	2.46	2.57	2.66
With All Known Developments	2.23	2.62	2.84	3.02

Table 15 Projected WWTF Flows for Expansion of the City of Zephyrhills USA

Development	Projected Wastewater Flows			
	2025	2030	2035	2040
Airport Redevelopment	0.000	0.069	0.138	0.207
Pasco County Service Area Annexations	0.600	0.600	0.600	0.600
Forest Lakes Mobile Home Park Annexation	0.155	0.156	0.157	0.158
Total	0.76	0.83	0.90	0.97

Table 16 Projected Reuse for the Approved Development Scenario

Location	Projected Reuse Flows			
	2025	2030	2035	2040
Project Reuse with USA Expansion	2.91	3.21	3.38	3.54
Required Flow to RIBs (85% of Water Demand)	2.11	2.66	2.94	3.07
Existing Reuse	0.36	0.36	0.36	0.36
Available for Expansion of Reuse System	0.44	0.19	0.08	0.11

3 WATER SUPPLIES

3.1 POTABLE WATER SUPPLY

The USA is predominantly within the Hillsborough River Groundwater Basin. A small north portion of the USA is within the Withlacoochee River Groundwater Basin. The principal hydrogeologic units in these basins are the surficial, intermediate, and Floridan Aquifer System (FAS). The Upper Floridan aquifer (UFA) is the principal storage and water-conveying component of the basin hydrologic system and is the principal source of potable water for domestic, agricultural, and industrial supplies for the City, Pasco County, and most of west-central Florida. The surficial aquifer, which occurs within sand overlying the UFA, is used primarily for lawn irrigation.

Water demand and resource limitations in the Hillsborough River Groundwater Basin, particularly from major urban areas downstream, have prompted SWFWMD to impose pumping restrictions in this basin. SWFWMD regulates water withdrawals from the FAS through WUPs. A SWFWMD WUP specifies the maximum permitted pumping capacity for the permit holder. The City's WUP, approved on November 17, 2020 (Permit No. 20006040.011), allows maximum water withdrawals of 3.308 MGD (average annual) and 3.672 MGD (peak monthly). Currently, the City's average annual withdrawal is 2.41 MGD, which leaves approximately 0.90 MGD available for future growth in the City's service population.

3.2 RECLAIMED WATER SUPPLY

The City's Water Reclamation Facility (WRF) can treat up to 4.5 MGD. The WRF's 2021 AADF was 1.698 MGD. The City distributes only 18% of the reclaimed water for irrigation. The City's goal is to expand its reclaimed water distribution mains for customer irrigation thereby offsetting potable water demands; however, the WUP requires that 85% of the withdrawal amount is recharged at the City's RIBs to meet the minimum flows and levels (MFLs) for the Upper Hillsborough River. To increase reclaimed water distribution, the City will need to expand the USA or complete additional modeling to show that the new irrigation areas will provide similar benefits to the Upper Hillsborough River MFLs.

4 WATER SUPPLY FACILITIES

4.1 POTABLE WATER FACILITIES

4.1.1 WATER WELLS

Figure 1 shows the City's water supply wells. The City Utilities Department operates and maintains a system of seven public supply water wells that pump groundwater from the FAS. Wells are interconnected by a grid of trunk lines allowing operation of any combination of wells to provide water service throughout the USA.

City wells vary in depth from 146 feet to 960 feet (Table 17). Active and standby wells are equipped with pumps with a total rated capacity of approximately 11.736 MGD. Current permitted withdrawal rates are 3.308 MGD (average daily) and 3.672 MGD (maximum peak month). The City completed construction of Wells 11 and 12 in 2013. In 2015, the City modified their WUP to remove Well 9 and reallocate the withdrawals to Wells 10, 11, and 12. This moved withdrawals from the Hillsborough River Groundwater Basin to the Withlacoochee River Groundwater Basin. The City abandoned Well 1 because of elevated levels of Perfluorooctanoate and Perfluorooctanesulfonate, which are currently unregulated but have exceeded US Environmental Protection Agency (EPA) health advisory limits. The 2020 WUP renewal permits a replacement well (Well 16).

Table 17 Potable Water Wells, City of Zephyrhills USA

District ID	Diameter (Inches)	Pump Capacity (GPM)	Well Depth (Feet)	Casing Depth (Feet)	Peak Month (MGD)	Annual Average (MGD)	Peak Month (MGD)	Status
2	12	550	960	125	3.672 (total)	0.204	0.226	Active
3	16	1,500	840	125		0.442	0.491	Active
4	16	1,400	460	125		0.378	0.420	Active
5	16	1,500	885	125		0.504	0.560	Active
10	16	500	305	158		0.450	0.500	Active
11	16	1,100	660	142		0.580	0.644	Active
12	12	1,100	585	143		0.504	0.560	Active
16	16	1,100	800	150		0.246	0.273	Proposed

Sources: SWFWMD WUP No. 20006040.011, 2020.

4.1.2 WATER TREATMENT

The City operates and maintains a water treatment plant at each water well site. These plants have a combined Florida Department of Environmental Protection (FDEP)-permitted capacity of 4.58 MGD (maximum daily demand [MDD]).

4.1.3 WATER STORAGE

The City's public water system includes two storage tanks and three booster pumps on Dairy Road. A fourth booster pumping station is along the Dade City/City of Zephyrhills interconnect pipeline. The two steel tanks, a ground storage tank (GST), and an elevated storage tank (EST) are contained in a single structure partitioned into a lower 0.5-million-gallon (MG) chamber to serve the low-pressure system and an upper 0.25-MG chamber to

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serve the high-pressure system. Three booster pumps in the pump building next to the tanks pump water from the GST to the EST. The tanks store and supply potable water to the system through 12-inch supply pipes. Both tanks are used to meet the storage needs of the system (equalization and fire-flow storage).

4.1.4 WATER DISTRIBUTION

The interconnected water distribution system in the USA consists of water mains, fire hydrants, meters, valves, backflow-prevention devices, and miscellaneous appurtenances. The water distribution system consists of mains ranging in size from 2- to 12-inch-diameter. The water distribution system piping materials include asbestos cement, ductile iron, polyvinyl chloride, high-density polyethylene, and cast iron.

Much of the approximately 348 miles of water mains in the USA was installed in the 1920s. The average lifespan of water mains is 50 years, after which mains are prone to leaks. The City implemented a water rate increase in 2012 to provide funding for water main replacements and coincident reductions in water use.

As of June 20, 2014, the water system included 708 fire hydrants and 1,048 in-line valves.

4.2 NON-POTABLE WATER FACILITIES

4.2.1 RECLAIMED WATER

The City placed its reclaimed water system in service in 1997 as a measure to reduce groundwater withdrawals for irrigation use. A \$19-million expansion of the City's WRF in 2009 increased the facility's permitted reclaimed water production capacity to 4.5 MGD. In 2013, the City completed a 12-inch reclaimed water main extension project to take reclaimed water to the City Cemetery and West Elementary. Additionally, the City's system includes an 8-inch reclaimed water main extension to provide reclaimed water to Woodlawn Elementary, the Police Station, and Veterans Park.

The WRF 2021 annual average daily flow was 1.676 MGD, of which approximately 0.302 MGD (18%) was distributed to irrigation areas within the City and 0.058 MGD (3%) was used at the WWTF. The City pumped the remaining 1.316 MGD (79%) of reclaimed water to the RIBs to percolate into the groundwater.

The City is currently planning a reclaimed water interconnection with Pasco County that would provide up to 0.5 MGD of reclaimed water to residential developments in Pasco County's service area. However, Table 16 shows that conditions in the WUP limit the long-term reclaimed water availability to 0.11 MGD without further modeling to evaluate other proposed reclaimed reuse areas.

4.2.2 WATER FACILITY CONDITION

The City's water supply facilities generally perform well. In 2017, Jones Edmunds completed a Water Master Plan Update project that evaluated the City's water system facilities' (i.e., wells and booster pump station) pumps, controls, and exposed piping regarding their suitability for continued served. The 2017 Master Plan includes recommended improvements to the City's well facilities, operations, and distribution system. The City repairs or upgrades the water treatment plants as needed to remain in good operating condition. Groundwater

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resources in the area are high quality, requiring only chlorination treatment to meet public water supply standards. The City plans and budgets for scheduled maintenance and replacement of water supply facilities, and in 2012 instituted a water rate increase to provide additional funding to maintain and repair its facilities.

5 LEVEL-OF-SERVICE ANALYSIS

The potable water level-of-service (LOS) standard adopted as part of the Comprehensive Plan serves two purposes:

1. To assess the adequacy of water supplies and supply facilities to serve new development (i.e., concurrency management) in the Zephyrhills incorporated area.
2. To project needs for water supplies and supply facilities (i.e., facility planning) in the USA.

The 2015 RWSP demand projections for the City use a per capita demand of 110.5 gpd, which is based on residential and non-residential consumption and water losses from 2008 through 2012, distributed across the total USA population (estimated from approved developments). The compliance per capita in the WUP is 87 gpcd. The peak month allowable use in the WUP is based on a peak factor of 1.31. In accordance with the WUP, the potable water level of service standard in the Comprehensive Plan will be amended from 126 to 114 gpcd to match the peak month allowed use.

Table 18 demonstrates the current availability of City water supply facilities and water supply to serve existing water customers and provide committed capacity to approved future dwelling units in the USA. This assumes a 100% buildout of approved developments with an average water use of 87 gpcd and the addition of 0.40 MGD from additional commercial/industrial needs for the airport redevelopment and BTB. The MDD assumes a peaking factor of 1.34 based on the 2021 peak day use. The analysis indicates that the City's water supply is currently adequate to meet the demand of the current USA service population. However, with the approved dwelling units, the projected demand exceeds the City's WUP-permitted annual average withdrawal of 3.308 MGD by 0.43 MGD and the MDD exceeds the treatment capacity of 4.58 MGD by 0.31 MGD. Assuming this growth scenario, the water demand exceeds the WUP by 2030 and exceeds the treatment capacity by 2035. This time provides an opportunity for the City to expand its conservation programs and reclaimed water system to reduce/offset potable water demand and decrease per-capita potable water consumption.

Table 19 shows the current availability of City water supply facilities and water supply to serve the approved developments and developments pending approval in Tables 4 and 5. Under this growth scenario, the WUP capacity and water system capacity could be reached in the next 5 to 7 years. Table 20 shows the current availability of City water supply facilities and water supply to serve the additional future developments shown in Table 6. Under this growth scenario, the WUP capacity and water system capacity could be reached in the next 5 to 7 years. This indicates that the City needs to closely monitor the progress of these developments and should begin evaluating options to increase the WUP and treatment capacity.

Table 18 2040 Potable Water LOS for Approved Developments

Year	Population	LOS Standard GPDC ¹	Total Potable Water AADD ²	Total Potable Water MDD ²	FDEP-Rated Treatment Capacity (MGD)	Used Treatment Capacity (%)	Remaining Treatment Capacity (MGD)	WUP Capacity (MGD)	Used WUP Capacity (%)	Remaining WUP Capacity (MGD)
2021	29,117	87	2.41	3.15	4.58	69	1.43	3.308	73	0.90
2025	33,424	87	3.12	4.08	4.58	89	0.50	3.308	94	0.18
2030	37,228	87	3.46	4.53	4.58	99	0.05	3.308	105	-0.15
2035	37,955	87	3.61	4.72	4.58	103	-0.14	3.308	109	-0.30
2040	38,424	87	3.74	4.89	4.58	107	-0.31	3.308	113	-0.43

Notes: ¹ Committed capacities based on approved residential development shown in Table 4 and increased commercial/industrial demand.

² MDD estimates assume a peak factor of 1.31 (from the City of Zephyrhills, May 2021).

Table 19 2040 Potable Water LOS for Approved and Pending Developments

Year	Population	LOS Standard GPDC ¹	Total Potable Water AADD ²	Total Potable Water MDD ²	FDEP Rated Treatment Capacity (MGD)	Used Treatment Capacity (%)	Remaining Treatment Capacity (MGD)	WUP Capacity	Used WUP Capacity (%)	Remaining WUP Capacity (MGD)
2021	29,117	87	2.41	3.15	4.58	69	1.43	3.308	73	0.90
2025	34,209	87	3.17	4.15	4.58	91	0.43	3.308	96	0.14
2030	34,209	87	3.57	4.67	4.58	102	-0.09	3.308	108	-0.27
2035	39,980	87	3.73	4.88	4.58	107	-0.30	3.308	113	-0.43
2040	40,423	87	3.86	5.05	4.58	110	-0.47	3.308	117	-0.55

Notes: ¹ Committed capacities based on approved residential development shown in Tables 4 and 5 and increased commercial/industrial demand.

² MDD estimates assume a peak factor of 1.31 (from the City of Zephyrhills, May 2021).

Table 20 2040 Potable Water LOS for All Future Developments

Year	Population	LOS Standard gpcd ¹	Total Potable Water AADD ²	Total Potable Water MDD ²	FDEP Rated Treatment Capacity (MGD)	Used Treatment Capacity (%)	Remaining Treatment Capacity (MGD)	WUP Capacity	Used WUP Capacity (%)	Remaining WUP Capacity (MGD)
2021	29,117	87	2.41	3.15	4.58	69	1.43	3.308	73	0.90
2025	35,355	87	3.24	4.24	4.58	93	0.34	3.308	98	0.06
2030	42,697	87	3.80	4.97	4.58	109	-0.39	3.308	115	-0.50
2035	46,211	87	4.12	5.39	4.58	118	-0.81	3.308	125	-0.82
2040	48,851	87	4.39	5.74	4.58	125	-1.16	3.308	133	-1.08

Notes: ¹ Committed capacities based on approved residential development shown in Tables 4 through 6 and increased commercial/industrial demand.

² MDD estimates assume a peak factor of 1.31 (from the City of Zephyrhills, May 2021).

The 2021 MDD is 69% of the FDEP-rated treatment capacity for the potable water system. When the total MDD of finished water produced by the water system exceeds 75%, Rule 62-555.348, Florida Administrative Code (FAC), requires an updated capacity analysis report. If the latest report indicates the total permitted maximum-day operating capacity of the treatment plant will be reached in the next 5 to 10 years, the next report should be submitted within 2 years. If the initial report indicates that the permitted quantity will be exceeded in less than 5 years, the report should be submitted within 1 year. The demand projections indicate that 75% of the permitted maximum-day operating capacity will be exceeded within 1 to 2 years, and the total capacity will be exceeded in 5 to 10 years.

Without conservation (reduction in the average gpcd) or an increase in the City's WUP to account for the addition of unserved population, a deficit is projected beginning 2030 for all demand scenarios. Without a reclaimed water system expansion or other effective measures to reduce potable demand over the planning period, a deficit of 0.43 MGD is projected under the low-demand scenario.

Tables 21 through 23 demonstrate the adequacy of the City's water supply to meet the projected demands, taking potential reclaimed water offsets into consideration. The literature on irrigation demands and offsets indicate that reclaimed water use for irrigation use can correlate to reductions in potable water use. The City's water supply can meet the low-demand scenario (approved developments, Table 4) through 2030 contingent on reclaimed water use at the levels indicated in Table 21; however, the reclaimed water needs are projected to exceed the reclaimed water supply. To use the potential demand offset, the City will need additional reclaimed water sources, such as septic-to-sewer projects, or will need to determine the viability of meeting the MFLs using reclaimed water at locations other than the WWTF RIBs.

Table 21 Project Water Supply (Approved Developments) With Reclaimed Water Offset

Year	Average Annual Demand (MGD) ¹	Average Annual Ground-water Supply (MGD) ²	Average Annual Reclaimed Water Supply (MGD) ³	Potential Potable Demand Offset (MGD) ⁴	Adjusted Potable Demands (MGD)	Potential Potable Supply Surplus (Deficit) (MGD)
2025	3.124	3.308	0.08	0.23	2.89	0.42
2030	3.462	3.308	0.08	0.26	3.20	0.11
2035	3.607	3.308	0.08	0.27	3.34	(0.03)
2040	3.737	3.308	0.11	0.28	3.46	(0.15)

Notes: ¹ Assumes full buildout of approved developments and airport commercial/industrial development and 87 gpcd.

² Assumes continuation of 3.308-MGD pumping limit in accordance with the SWFWMD WUP (expires 2039) through 2040.

³ From Table 16.

⁴ Assumes 10% of the potable water demand is used for irrigation and reclaimed water supply is available to meet 75% of that irrigation need.

Table 22 Projected Water Supply (Approved and Pending Developments) With Reclaimed Water Offset

Year	Average Annual Demand (MGD) ¹	Average Annual Ground-water Supply (MGD) ²	Average Annual Reclaimed Water Supply (MGD) ³	Potential Potable Demand Offset (MGD) ⁴	Adjusted Potable Demands (MGD)	Potential Potable Supply Surplus (Deficit) (MGD)
2025	3.173	3.308	0.08	0.24	2.93	0.37
2030	3.574	3.308	0.08	0.27	3.31	0.00
2035	3.734	3.308	0.08	0.28	3.45	(0.15)
2040	3.862	3.308	0.11	0.29	3.57	(0.26)

Notes: ¹ Assumes full buildout of approved and pending developments and airport commercial/ industrial development and 87 gpcd.

² Assumes continuation of 3.308-MGD pumping limit in accordance with the SWFWMD WUP (expires 2039) through 2040.

³ From Table 16.

⁴ Assumes 10% of the potable water demand is used for irrigation and reclaimed water supply is available to meet 75% of that irrigation need.

Table 23 Projected Water Supply (All Future Developments) With Reclaimed Water Offset

Year	Average Annual Demand (MGD) ¹	Average Annual Ground-water Supply (MGD) ²	Average Annual Reclaimed Water Supply (MGD) ³	Potential Potable Demand Offset (MGD) ⁴	Adjusted Potable Demands (MGD)	Potential Potable Supply Surplus (Deficit) (MGD)
2025	3.245	3.308	0.08	0.24	3.00	0.31
2030	3.805	3.308	0.08	0.29	3.52	(0.21)
2035	4.125	3.308	0.08	0.31	3.82	(0.51)
2040	4.390	3.308	0.11	0.33	4.06	(0.75)

Notes: ¹ Assumes full buildout of approved and pending developments and airport commercial/ industrial development and 87 gpcd.

² Assumes continuation of 3.308-MGD pumping limit in accordance with the SWFWMD WUP (expires 2039) through 2040.

³ From Table 16.

⁴ Assumes 10% of the potable water demand is used for irrigation and reclaimed water supply is available to meet 75% of that irrigation need.

5.1 CONCURRENCY MANAGEMENT SYSTEM

The City Planning and Utilities Departments review development proposals in accordance with the Zephyrhills Concurrency Management System (CMS) requirements set forth in the Comprehensive Plan and Article V, Adequate Public Facilities, in the Zephyrhills Land Development Code.

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Before an LOS determination is issued, a development must demonstrate that the adopted LOS standards will be met at the time of issuance of a final local development order (i.e., site plan approval, record plat approval, and Development of Regional Impact Development Order). Final development orders are conditional on authorization and approval of necessary utility services by the Zephyrhills Utilities Department Director. Therefore, the Zephyrhills Utilities Department tracks committed water quantities. In accordance with the City's Land Development Code, entitlements do not occur until impact and connection fees are paid.

6 IMPACTS ON NATURAL RESOURCES

Based on the analysis presented in the City's 2020 application for WUP renewal, the permitted use is not expected to impact the surficial aquifer or lakes and wetlands. However, withdrawals above the current permitted quantity may impact the Upper Hillsborough River MFLs. In 2016, the City implemented an Environmental Monitoring Program (EMP) that will be used to assess potential impacts to lakes and wetlands. Additional modeling using the Integrated Northern Tampa Bay (INTB) model are necessary to evaluate potential impacts to the MFLs from increases in the WUP withdrawals. Continued enforcement of the City's wellfield protection regulations will help ensure continued groundwater quality. Furthermore, City conservation programs and reclaimed water system expansions will reduce the demand for groundwater resources.

6.1 WETLAND AND SURFICIAL AQUIFER IMPACTS

In the Zephyrhills area, the surficial aquifer is moderately well connected to the UFA through a leaky semi-confining unit. The result of this leaky confinement is that when pumping from the UFA, water-level drawdown can be transmitted from the deeper aquifers to the surficial aquifer. Beginning in 2000, near the end of an extremely dry period, water levels were measured in the UFA monitoring well at Zephyrhills Park (Station Identification [ID] 19404). The measurements showed water levels increasing approximately 20 feet from 2001 through 2004, followed by a decline of approximately 15 feet through 2009. Levels gradually increased approximately 5 feet from 2009 to 2013. Water levels were relatively stable from 2013 to 2020 and have gradually declined approximately 2 feet from 2020 to 2022. Measurements from the surficial aquifer monitoring well at Zephyrhills Park (Station ID 19405) began in 2002 near the end of an extremely dry period. These records show approximately 18 feet of water-level rise from 2002 to 2004 followed by 18 feet of decline from 2004 through to 2009. Surficial aquifer levels gradually increased approximately 5 feet from 2009 to 2013. Similar to the UFA levels, the water levels were relatively stable from 2013 to 2020 and have gradually decreased by approximately 3 feet from 2020 to 2022.

The City implemented the EMP in 2016. The EMP includes monitoring at three sites (Figure 3). Wetland and upland surficial aquifer levels are recorded biweekly at EMP-1. EMP-1 also includes a surveyed monitoring transect where vegetation, wildlife utilization, and soil conditions will be monitored. EMP-2 consists of one upland surficial aquifer level used for biweekly water-level measurements. The City will use water-level data collected from EMP-3, which is north of the City's wellfield in the Green Swamp Conservation Area, as a reference wetland to assess wetland and surficial aquifer impacts. The City submitted the baseline EMP report in June 2016 and submitted the first 5-year report in September 2021, which did not indicate impacts from the City's withdrawals.

6.2 LAKE AND WETLAND IMPACTS

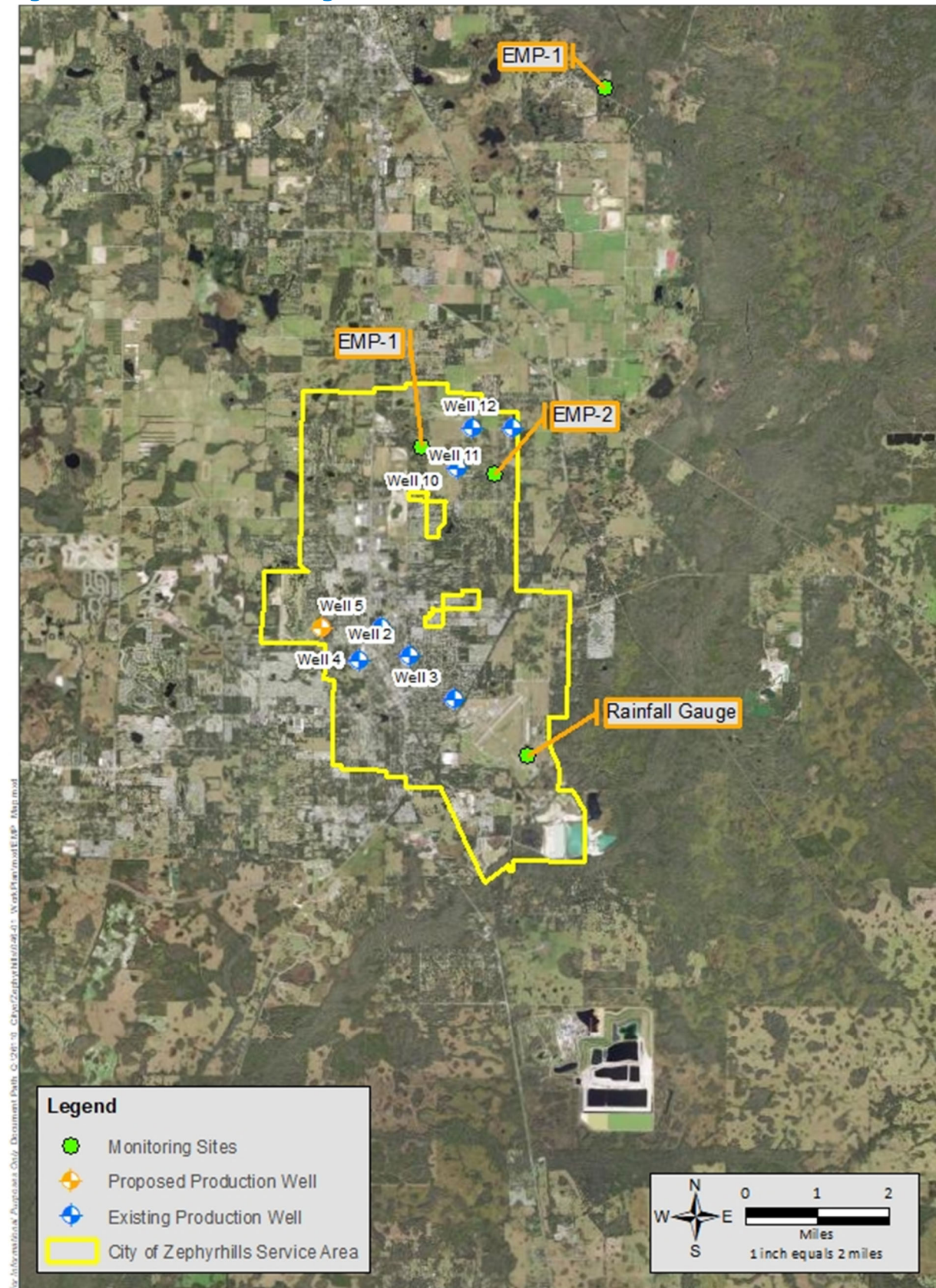
As part of the WUP renewal, groundwater modeling was performed using average withdrawal quantities for the City wells. The simulations showed that the maximum modeled estimate of drawdown in the surficial aquifer system at the site of the proposed wells is 0.63 foot. The estimated threshold for a median water level that would cause impacts to wetlands is approximately 0.8 foot (SWFWMD, 1999; Vergara, 2000). Long-term average

drawdowns at Lake Pasadena and Clear Lake are less than 0.5 foot in the UFA and surficial aquifer system. Since the lakes are currently fluctuating above their minimum levels and proposed well withdrawals would not cause the lake levels to violate their minimum levels, no lake impacts are expected from the proposed well withdrawals.

6.3 WELLFIELD PROTECTION

The City adheres to FDEP standards for wellhead protection including restricting the type of development allowed near a wellhead and requiring a 500-foot protection zone around wellheads. Part 4.03 of the Zephyrhills Land Development Code regulates hazardous material transport and storage, well construction, and related aspects of land use and development near potable water supply wells to protect the City's existing and future potable water supply. The City restricts certain uses and materials within the Cone of Influence and Secondary Cone of Influence – the land area between a well and the 30-day travel-time contour and the land area between the 30-day and 210-day travel-time contours, respectively. The regulations also provide standards for hazardous materials containment, drainage facilities, monitoring, maintenance/repair, security, emergency equipment and procedures, and Wellfield Protection Permits.

Figure 3 EMP Monitoring Sites



7 WATER CONSERVATION

Over the 2022-2040 Water Supply Facilities Work Plan period, the City will implement the water conservation polices, practices, and programs described in this section.

7.1 2025 COMPREHENSIVE PLAN POLICIES

7.1.1 CONSERVATION ELEMENT

- GOAL CON-2: Protect and conserve water resources that are vital to community sustainability.
- OBJ CON-2-2: Protect, conserve, and appropriately use potable water sources to meet the needs of the existing and future population of the Zephyrhills USA.
- CON-2-2-1: Protect and conserve the natural functions of existing lakes, floodplains, and wetlands.
- CON-2-2-2: Encourage water conservation through education, awareness and incentive, regulation, and incentive programs oriented to residential and commercial water customers. Such programs may include:
 - Rebates for installing low-flow plumbing fixtures.
 - Water conservation information on the City's website.
 - Water conservation displays and printed information at community focal points (e.g., library, recreation centers, City Hall).
 - Community awards or demonstration projects for water-efficient landscapes.
 - Staff involvement in *Drop Savers* and *Project Water Education Today [WET]* programs conducted in public schools.
 - Requirement for installing soil-moisture sensors (SMS), rainfall sensors, or other water-saving irrigation technologies.
 - Requirement for installing water-efficient landscaping in new developments and redevelopment.
 - Requirement for facilities that support stormwater reuse as a source for supplemental irrigation when feasible.
- CON-2-2-3: Enforce provisions of the SWFWMD Water Shortage Plan, Chapter 40D-21, FAC.
- CON-2-2-4: Investigate the feasibility of a wet-weather storage option as a water source to augment reclaimed water flows.
- CON-2-2-5: Coordinate with SWFWMD, including consideration of the RWSP, to ensure that water supplies are adequate to meet the City's current and projected potable water needs and to reduce dependence on the FAS to meet the potable water demand.
- CON-2-2-6: Implement traditional and alternative water supply projects and conservation and reuse programs deemed necessary to meet the water needs identified in the Zephyrhills Water Supply Facility Work Plan.

- CON-2-3-1: Coordinate with SWFWMD and FDEP to develop a plan to improve the water quality of Lake Zephyr. At a minimum, the plan should address consistent water elevations and improvements to the littoral zones of Zephyr Lake and the overall drainage basin.
- GOAL CON-4: Maintain the high quality of groundwater resources in the Zephyrhills USA.
- OBJ CON-4-1: Monitor and protect groundwater quality/quantity and locations of development/appropriate uses in recharge areas.
- CON-4-1-1: The Land Development Code shall restrict land uses known to adversely affect water quality and quantity within natural groundwater recharge areas, wellhead protection areas, and surface waters used as a source of public water.
- CON-4-1-2: Develop a water-protection ordinance that will provide the City with a mechanism to review and regulate large water consumers and/or businesses that resell water.

7.1.2 PUBLIC FACILITIES ELEMENT

- PUB-1-1-1: Continue to encourage use of the lowest-quality water available and suitable to a given purpose. Develop programs that provide for water reuse alternatives instead of wastewater and stormwater disposal to surface water bodies.
- PUB-1-1-2: Implement construction codes, which require state-of-the-art water conservation techniques for new construction.
- PUB-1-1-3: Continue to enforce provisions of the SWFWMD Water Shortage Plan, Chapter 40D-21, FAC.
- PUB-1-1-6: Maintain a Water Supply Facilities Work Plan pursuant to Section 163.3177(6)(c), FS. At a minimum, incorporate into the Work Plan traditional and alternative water supply projects and conservation and reuse programs deemed necessary to meet the City's water supply needs over a 10-year planning period.
- OBJ PUB-5-3: Reduce demand for groundwater resources and the need for potable water system expansion by promoting and practicing water conservation and expanding access to alternative water supplies.
- PUB-5-3-1: Continue to expand the reclaimed water system to provide alternatives to groundwater withdrawals for irrigation and other nonpotable water uses and to reduce the need for wastewater and stormwater disposal to surface water bodies.
- PUB-5-3-2: Prohibit using potable water for irrigation in the Zephyrhills Future Utility Service Area where reclaimed water is available.
- PUB-5-3-3: Develop partnerships with community groups, developers, and agencies, such as SWFWMD and the University of Florida (UF)/Institute of Food and Agricultural Sciences (IFAS) (Florida Yards & Neighborhoods Program), to promote awareness of water conservation needs and practices and distribute water conservation information in one or more of the following ways: website, newsletters, brochures, speakers bureau presentations, and displays at community events.

7.1.3 FUTURE LAND USE ELEMENT

- LU-1-7-3: Consider in land use planning and regulating the impact of land use on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding.

7.2 LAND DEVELOPMENT CODE REGULATIONS

The Zephyrhills Land Development Code includes the following water conservation regulations:

- Water Restrictions: Requires compliance with Pasco County's water use rules, which prohibit watering between 8:00 a.m. to 6:00 p.m. and no more than once a week.
- High-Efficiency Plumbing Fixtures: Requires compliance with the Florida Building Code standards for low-volume fixtures in all new development.
- Conservation Rate Structure: Amended the tiered rate structure for potable water service in 2012 to account for maintenance needs and to incentivize water conservation.
- Reclaimed Water Policies and Regulations: The City's reclaimed water program is promoted through distributing informational materials to water customers. The reclaimed water regulations include connection, interconnection, and discharge restrictions, including the requirement that new developments install a reclaimed or other non-potable water distribution system. Reclaimed water customers are individually metered and charged a flat rate. The City requires that new developments provide infrastructure to connect private wells to reclaimed water lines to supplement irrigation water.

7.3 CITY PROGRAMS AND PRACTICES

The City administers the following conservation-related programs and practices:

- Water Use Accounting:
 - Supply well pumpage (monthly).
 - Water entering distribution system (daily).
 - Connections served and meter installations (monthly).
 - Meter replacements (monthly).
 - Fire Department water use (daily records tabulated monthly).
 - Hydrant flushing (daily records tabulated monthly).
 - Water break repairs (daily records tabulated monthly).
 - Other water uses (e.g., street cleaning).
- Leak Detection:
 - Periodic leak detection program.
 - Monitor accounted-for water.
 - Billing software to reduce discrepancies in reported gallons billed versus gallons pumped.
 - Meter replacement program for meters with unaccounted for water loss.
- Education/Awareness:

- Promote water-efficient landscape and irrigation practices through regulations and education.
- Provide customers with indoor/outdoor water audit information.

7.4 WATER CONSERVATION PROGRAM PERFORMANCE

Table 24 shows the potential water savings and associated costs of various water conservation measures in the 2020 RWSP obtained from the Tampa Bay Water 2018 *Water Demand Management Plan Update*. Note: The 2020 RWSP did not identify projects in Zephyrhills. The RWSP estimates a potential reduction of 5.38% in public supply demand from non-agricultural active water conservation. A 5.38% reduction in the 2040 projected demand (high) of 4.39 MGD would result in an estimated annual water savings of 0.236 MGD; however, not all of these measures may be appropriate or available for the City.

Table 24 Potential Water Savings from Conservation Programs

Conservation Measure	Savings (MGD)	Average Cost Effectiveness (\$/kgal)	Total Cost (\$)
Alternative Irrigation Source	507	0.57	11,312,173
Residential High-Efficiency Toilet (HET)	2.31	0.99	8,638,020
Smart Irrigation Controller	2.44	0.79	8,713,635
Florida Water Start/Florida-Friendly Landscaping	3.89	2.14	20,372,969
Multi-Family (HET)	1.16	1.05	4,877,616
Cooling Tower	0.65	0.13	389,731
Commercial HET, Valve	1.07	0.46	2,205,991
High-Efficiency Urinals (HEU)	1.37	0.54	2,605,175
Pre-Rinse Spray Valve	0.10	0.30	131,959
Commercial HET, Tank	0.41	0.78	1,191,866
Dishwasher, Conveyor	59,951	0.72	94,597
Total	18.51	0.99	60,533,732

Note: kgal = kilogallon.

The Tampa Bay Water 2018 *Water Demand Management Plan Update* estimated the market potential of active water conservation measures available for Pasco County over a 10-year period (2020 to 2030). The City's 2021 population is approximately 5% of Pasco County's total population. Table 25 shows potential water savings of 0.145 MGD assuming that the City of Zephyrhills can achieve 5% of the available savings projected for Pasco County. The water savings are based on the life expectancy of program products/fixtures. To maintain the water-saving reductions, additional demand management measures may be necessary.

Table 25 Potential Water Savings from Conservation Programs

Conservation Measure	Cost (\$/unit) ¹	Unit Savings (GPY) ¹	Quantity ²	Annual Rebates ²	Savings (gpd)	Total Cost (\$)
Alternative Irrigation Source	575	94,034	76	7	19,580	43,700
HET (single family)	125	12,854	780	71	27,469	97,500
Smart Irrigation Controllers	300	56,645	153	14	23,744	45,900
Florida Water Star/Florida-Friendly Landscape	725	50,560	153	14	21,194	110,925
HET (Multi-family)	100	9,679	318	29	8,433	31,800
Cooling Tower	1,225	1,386,530	0	0	0	0
Commercial HET	100	13,020	780	71	27,824	78,000
Commercial HEUs (0.5 gallon)	100	18,928	318	29	16,491	31,800
Pre-Rinse Spray Valves	75	37,426	3	<1	308	225
Dishwashers, Conveyor	425	59,951	1	<1	164	425
Total	—	1,739,627	2,582	234	145,205	440,275

Notes: GPY = gallons per year.

¹ Source: Tampa Bay 2018 *Water Demand Management Plan Update*.

² Estimated quantity assumes that the City of Zephyrhills is 5% of the Pasco County estimates presented in the Tampa Bay 2018 *Water Demand Management Plan Update*.

8 PLAN TO MEET WATER SUPPLY NEEDS

The City WUP renewal in 2020 increased the permitted water quantity to 3.308 MGD. The water demands were based on a SWFWMD projected population of 37,027 people in 2039. The City has recently seen the rate of development increase, and the current information from approved developments and future planned developments indicate that the 2040 population could reach 38,424 to 48,851 people. Modeling completed as part of the WUP renewal indicated that additional withdrawals could have an impact on the Upper Hillsborough River MFLs. The City is evaluating the following options to potentially increase their available water supply:

- Retiring existing WUPs near development areas and transferring permitted water use to the City's WUP. This option will require approval from SWFWMD. Potential transfer quantities are estimated at 0.79 MGD.
- Using the existing interconnect with Dade City to provide additional withdrawals outside the Hillsborough River Groundwater Basin, which may require modeling to demonstrate sustainable withdrawals from Dade City's wells.
- Absorbing other service areas with excess WUP capacity.
- Constructing wells that withdraw from the Lower Floridan aquifer (LFA), which is expected to require testing to evaluate the confinement between the UFA and LFA, model recalibration, and additional simulations.
- Implementing conservation measures and programmed capital improvement projects to reduce water loss and expand reclaimed water distribution to provide adequate water supplies in the USA through 2040.

8.1 WATER CONSERVATION AWARENESS, ENCOURAGEMENT, AND REGULATION

The City will continue implementing the existing water conservation policies, regulations, and programs identified in Section 7. The City will seek funding (e.g., grants) and other support (e.g., partnerships) to implement additional water conservation measures. Examples are as follows:

Zephyrhills Land Development Code	New Water Conservation Programs
▪ Require installation of SMS, rainfall sensors, or other water-saving irrigation technologies. ▪ Require installation of water-efficient landscaping for new developments/redevelopment. ▪ When feasible, require new development/redevelopment to install stormwater reuse facilities as a supplemental water source for landscape irrigation.	▪ Promote LID techniques in developed areas (e.g., rainwater capture for irrigation usage and groundwater recharge). ▪ Develop partnerships to increase awareness of water conservation needs and practices. ▪ SWFWMD. ▪ Pasco County UF/IFAS Extension. ▪ Builder associations. ▪ Community groups.

- Require or provide incentives for low-impact development (LID) techniques for new development/redevelopment.
- In coordination with SWFWMD, explore the feasibility of stormwater credits for on-site rainwater capture, use, and recharge.
- Distribute water conservation information.
- City newsletter/website/brochures.
- Community events.
- Speakers' bureau presentations.
- Install educational water conservation demonstration projects.
- Coordinate with area school for water-related educational programs (e.g., Drop Savers Poster contest and Project WET).

8.2 WATER SUPPLY FACILITY PROJECTS

8.2.1 PLANNED WATER SUPPLY PROJECTS

Table 26 shows planned water supply facility projects, estimated project costs, and committed funding sources through Fiscal Year (FY) 2028. Project funding is mostly from state grants with the balance funded by the City.

As part of the FY 2015 Springs Initiative, the City upgraded its wastewater treatment plant to Advanced Wastewater Treatment (AWT) standards. Water produced from the AWT plant will provide for indirect aquifer recovery with reduced nutrient loading.

8.2.2 SWFWMD REGIONAL WATER SUPPLY PLAN PROJECTS

The 2020 RWSP recommends that the City consider implementing the following water supply projects:

- **Reclaimed Water Supply Projects, Trans Q057** – Responsible entity: City of Zephyrhills; supply: 0.33 MGD; benefit: 0.22 MGD; capital cost: \$1,421,300; District Cost: \$750,000.

This project provides an interconnect with Pasco County's reclaimed water system. The City is planning this project for FY 2025 (Table 27).

8.3 COORDINATION FOR WATER SUPPLY PLANNING AND PROJECT DEVELOPMENT

The City is a member of the East Pasco Water Coalition (EPWC), a working group of the four East Pasco municipalities – the City of Zephyrhills, City of Dade City, Town of St. Leo, and Town of San Antonio. The EPWC's mission is to address potable water, sewer, and reclaimed water needs and opportunities in the region through policies, programs, and pipes. Other EPWC participants include Pasco County (reclaimed water topics only), SWFWMD, landowners, and other interested parties.

Unlike other EPWC municipalities, Zephyrhills lies predominantly within the Hillsborough River Groundwater Basin, which is severely restricted for additional groundwater use. The EPWC is exploring multiple projects involving water distribution from less-strained water supplies in northeast Pasco County to Zephyrhills. Preliminary project concepts include

DRAFT

potable water interconnects between Dade City and Zephyrhills and between Pasco County and Zephyrhills. The City is also exploring the feasibility of new water wells in north portions of the Zephyrhills USA, north of the Hillsborough River Groundwater Basin.

Table 26 Potable Water Projects

Project Description	FY23 (\$)	FY24 (\$)	FY25 (\$)	FY26 (\$)	FY27 (\$)	FY28 (\$)	TOTAL (\$)	Funding Source
New Well Design/Construction	—	250,000	1,500,000	—	—	—	1,750,000	Utility Fund/Impact Fees/SRF
12-inch Water, Chancey/CR 39 Copeland to Tucker	2,000,000	—	—	—	—	—	2,000,000	Utility Fund/Impact Fees/SRF
8-inch Water Main Extension, Alston Avenue to Tucker Road along Gall Boulevard	800,000	—	—	—	—	—	800,000	Utility Fund/Impact Fees/SRF
8-inch Water Main Extension, Eiland Boulevard/Massey Road to Fort King Road	800,000	—	—	—	—	—	800,000	Utility Fund/Impact Fees
Hidden River Tie-In	—	—	300,000	—	—	—	300,000	Utility Fund/Impact Fees
Sunburst Water System	1,000,000	—	—	—	—	—	1,000,000	Utility Fund/SRF
Pressure Issues North	—	—	—	—	—	—	0	Utility Fund/SRF
System Evaluation and Mapping	150,000	75,000	75,000	75,000	75,000	75,000	525,000	Utility Fund
Water Line Renewals and Replacement	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	Utility Fund
Florida Department of Transportation One-Way Pairs Utility Relocation	—	—	—	—	—	—	0	Utility Fund
8-inch Water Main Extension Palm Grove Drive/Autumn Palm Drive to US Highway 301	—	—	500,000	—	—	—	500,000	Utility Fund/Impact Fees
SWFWMD Permit Modifications	100,000	—	150,000	—	150,000	200,000	600,000	Utility Fund/Impact Fees
Well Rehabilitation	75,000	75,000	75,000	75,000	75,000	75,000	450,000	Utility Fund
New Water Department, Property Purchase, Design, Engineering, Buildings, Construction, etc.	—	3,500,000	—	—	—	—	3,500,000	Utility Fund/Impact Fees/SRF
Well 2 Building	—	100,000	—	—	—	—	100,000	Utility Fund
Well 10 Building	—	—	100,000	—	—	—	100,000	Utility Fund
Wells 3, 4, and 5 Building Repair or Replacement (due to settling)	300,000	—	—	—	—	—	300,000	Utility Fund
Equipment, Vehicles	138,000	100,000	100,000	100,000	100,000	100,000	638,000	Utility Fund
TOTALS	5,563,000	4,300,000	3,000,000	450,000	600,000	650,000	14,563,000	

Note: — = Not Applicable; SRF = State Revolving Fund.

Table 27 Reclaimed Water Projects

Project Description	FY23 (\$)	FY24 (\$)	FY25 (\$)	FY26 (\$)	FY27 (\$)	FY28 (\$)	TOTAL (\$)	Funding Source
12-inch Reclaimed Water Interconnect with Pasco County. CR54/Dairy to Simons Roads along Eiland Boulevard	—	—	2,000,000	—	—	—	2,000,000	SWFWMD/Utility Fund/ Capacity Fees
12-inch Reclaimed Water Main Wire Road and Otis Allen to Scotland Yards Golf Course	—	—	—	—	2,000,000	—	2,000,000	SWFWMD/Utility Fund
Crystal Springs Water Quality Improvement	—	—	—	4,000,000	—	—	4,000,000	FDEP/SWFWMD/ Utility Fund/SRF
Septic-to-Sewer Projects	1,300,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	11,300,000	Utility Fund/FDEP/ SWFWMD/ Appropriations
Wastewater Master Plan Update	250,000	—	—	—	—	250,000	500,000	Utility Fund

9 REFERENCES

Hazen and Sawyer, 2018. *Tampa Bay Water Demand Management Plan Update 2018*. Final Report December 2018.

Jones Edmunds, 2017. *City of Zephyrhills – Potable Water System Master Plan Update Report*.

Southwest Florida Water Management District (SWFWMD), 1999. *Northern Tampa Bay Minimum Flows and Levels White Papers: White Papers Supporting the Establishment of Minimum Flows and Levels for Isolated Cypress Wetlands, Category 1 and 2 Lakes, Seawater Intrusion, Environmental Aquifer Levels, and Tampa Bypass Canal*; Peer-Review Final Draft, March 19, 1999. Brooksville, Florida.

Vergara, BA; 2000. Comparative Review of Use of Wetland Constraints in the Water Supply Planning Process. Special Publication SJ2005-SP20. Palatka, FL.

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Appendix A

BTB Request for Additional Water



BLUETRITON™

900 LONG RIDGE ROAD, BUILDING 2, STAMFORD, CT 06902-1138



August 8, 2022



Mr. John Bostic



Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542



RE: Planned Expansion of Water Use at the BlueTriton Brands Zephyrhills Bottling Facility.



Dear Mr. Bostic:



BlueTriton Brands (BTB) is in the process of expanding the bottled water manufacturing capacity of the Zephyrhills Factory. This expansion includes the addition of a new line in 2022 and the replacement of an existing older line with a new higher speed line in 2023. Both of these projects are currently underway. BTB anticipates that the additional lines will increase the water usage by 87,000 gallons per day (GPD) increasing the daily average to approximately 400,000 GPD in 2023. BTB further anticipates an ongoing increase of approximately 2% per year for the next five years over the 400,000 gpd expected in 2023.



Please contact me if you need any further information.



ORIGIN

Sincerely,



Gregory H Fox



Gregory H Fox

Senior Natural Resource Manager



231-408-8809

CITY MANAGER'S REPORT 4.1

Award of Bid No. 11-22-11 to Amici Engineering Contractors for the Northside Lift Station and Force Main Project

Issue:

Award of Bid No. 11-22-11 to Amici Engineering Contractors for the Northside Lift Station and Force Main Project .

Background:

Advertised in Tampa Bay Times and BidNet Direct on 10-30-22 with a response deadline of 12/16/22. Forty-six (46) companies reviewed and downloaded the bid documents and six (6) responded:

BIDDERS	Base AMOUNT	Contingency	TOTAL
Amici Engineering Contractors	\$4,527,230.00	\$226,361.50	\$4,753,591.50
B.R.W. Contracting	\$4,750,355.00	\$237,517.75	\$4,987,872.75
DB Civil Construction	\$4,896,664.00	\$244,833.20	\$5,141,497.20
Killibrew	5,533,010.00	276,650.00	\$5,809,660.00
Metro Equipment Service	4,947,158.00	247,357.90	\$5,194,515.90
Pospiech Contracting	4,747,858.40	237,392.92	\$4,985,251.32

Attachment(s):

1. 2022-01-09_Low Bidder of Bid Evaluation_City of Zephyrhills Northside Lift Station and Force Main
2. 112211 Tabulation

Fiscal Impact:

The project is currently budgeted in FY 23 for \$4.5M. Proposed bid of \$4,753,591.50 which includes a \$226,361.50 contingency. We will also sit down with the contractor to do some value engineering. The engineering, design, and bid assistance is just under \$190,000. Unsure of what the construction services (inspections, etc.) will be, but it is estimated between \$100,000 to \$150,000. Puts the total project cost at just over \$4.9M. Funding for this project will be \$3M from ARPA Funds, \$1.5M from Federal Appropriations (Congressman Bilirakis), and any overages from the original \$4.5M cost will be taken from the Effluent Pumping Station project,

which is \$1M, and finish that project in FY24.

Staff Recommendation:

Staff recommends City Council award Bid No. 11-22-11 to Amici Engineering Contractors in the amount of \$4,753,591.50 for the Northside Lift Station and Force Main Project .

January 9, 2023

Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

RE: City of Zephyrhills
Northside Lift Station and Force Main
City of Zephyrhills Bid No.: 11-22-11
Jones Edmunds Project No.: 26110-045-01
Bid Review and Evaluation of Findings

Dear Ms. Miller,

This letter summarizes the construction contract bids received for the Northside Lift Station and Force Main project. The City of Zephyrhills placed advertisement for bids on October 30, 2022 in the Tampa Bay Times and the Invitation to Bid was also posted on BidNet Direct. Based on the interest from (6) six contractors, Jones Edmunds believes that the project was well advertised. Six bids were uploaded to BidNet for the City of Zephyrhills project on Friday, December 16, 2022. The Base Bids of these Six bidders ranged from \$4,753,591.50 to \$5,809,660.00.

Amici Engineering Contractors, LLC submitted the lowest base bid for \$4,753,591.50. Jones Edmunds has reviewed the submitted bid package provided by Amici Engineering Contractors, LLC with the following findings:

- Amici Engineering Contractors, LLC is not a federally debarred contractor.
- Jones Edmunds ran two D&B reports on Amici Engineering Contractors, LLC. Upon investigation, they were marked as a low to moderate risk for late payment.
- Jones Edmunds investigated the Contractor's experience, reputation, performance, past projects, and outstanding projects and finds the Contractor appears capable to perform.

While the final determination of which contractor will be awarded this project will be made by the City of Zephyrhills, Jones Edmunds believes the bid to be responsive and, based on the findings above, does not take exception to awarding the project to the low bidder, Amici Engineering Contractors, LLC, for the bid amount of \$4,753,591.50.

Ms. Karen Miller
City of Zephyrhills
Page 2

If you have any questions or comments, feel free to contact me at (727) 432-1326 or gfruecht@jonesedmunds.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Fruecht", with a long horizontal line extending to the right.

Gregg S. Fruecht
Sr. Construction Administrator
324 S. Hyde Park Avenue, Suite 250
Tampa, Florida 33606
gfruecht@jonesedmunds.com
727-432-1326

BID TABULATION

BID NUMBER: 11-22-11
TITLE: Northside Lift Station and Force Main
OPENING DATE: 12-16-2022 11:00 AM

BIDDERS	Base		
	AMOUNT	Contingency	TOTAL
Amici Engineering Contractors	\$4,527,230.00	\$226,361.50	\$4,753,591.50
B.R.W. Contracting	\$4,750,355.00	\$237,517.75	\$4,987,872.75
DB Civil Construction	\$4,896,664.00	\$244,833.20	\$5,141,497.20
Killibrew	5,533,010.00	276,650.00	\$5,809,660.00
Metro Equipment Service	4,947,158.00	247,357.90	\$5,194,515.90
Pospiech Contracting	4,747,858.40	237,392.92	\$4,985,251.32

Recorder: BidNet Direct
Karen Miller

CITY MANAGER'S REPORT 4.2

South Avenue Extension -National Guard Entrance Road

First Reading **RESOLUTION NO. 809-23 - "A RESOLUTION OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING EXECUTION OF A STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF ZEPHYRHILLS FOR DESIGN, CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) ACTIVITIES FOR THE SOUTH AVENUE EXTENSION – NATIONAL GUARD ENTRANCE ROAD (FINANCIAL PROJECT NO. 450716 1 54 01)."**

Issue:

The Florida Department of Transportation requires the City of Zephyrhills to pass a resolution that authorizes the City to execute the grant agreement between both parties for design, construction, and construction engineering inspection activities for the extension of South Avenue.

Background:

The City of Zephyrhills was awarded a State of Florida appropriation of \$1,940,000 for the design, construction, and CEI services for the extension of South Avenue.

Attachment(s):

1. Resolution 809-23 - South Avenue Extension

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of resolution 809-23.

RESOLUTION NO. 809-23

A RESOLUTION OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING EXECUTION OF A STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF ZEPHYRHILLS FOR DESIGN, CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) ACTIVITIES FOR THE SOUTH AVENUE EXTENSION – NATIONAL GUARD ENTRANCE ROAD (FINANCIAL PROJECT NO. 450716 1 54 01.)

WHEREAS, the State-Funded Grant Agreement is authorized under Section 334.044, 334.044(7), and Specific Appropriation SB2339, Chapter 2022-156, Florida Statutes, and grants the State of Florida Department of Transportation, hereinafter referred to as “DEPARTMENT,” the authority to function adequately in all areas of appropriate jurisdiction, including the implementation and balance transportation system; and

WHEREAS, the purpose of the State-Funded Grant Agreement hereinafter referred to as “AGREEMENT,” is to provide for the DEPARTMENT’S participation in the design, construction and Construction Engineering Inspection (CEI) activities for the South Avenue Extension – National Guard Entrance Road project, herein referred to as the “PROJECT;” and

WHEREAS, the City of Zephyrhills, hereinafter referred to as “AGENCY,” has the authority to enter into the State-Funded Grant Agreement, hereinafter referred to as “AGREEMENT,” and undertake the PROJECT; and

WHEREAS, the DEPARTMENT is willing to provide the AGENCY with financial assistance under Financial Project No. 450716 1 54 01, in the amount of One Million Nine Hundred Forty Thousand Dollars and Zero Cents (\$1,940,000.00) for design, construction and CEI services for the PROJECT; and

WHEREAS, the AGENCY agrees to complete the PROJECT in accordance with all applicable DEPARTMENT procedures, guidelines, manuals, standards, and directives, as described in the DEPARTMENT’S Local Agency Program Manual; and in accordance with Section 334.044 and 334.044(7), Florida Statutes; and

WHEREAS, the AGENCY agrees to bear all expenses in excess of One Million Nine Hundred Forty Thousand Dollars and Zero Cents (\$1,940,000.00) for design, construction and CEI services

for the PROJECT and complete the PROJECT by July 28, 2024, with all final invoices and project closeout documents provided to the DEPARTMENT by November 28, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, in a regular session duly assembled, that the President is hereby authorized to execute the State Funded Grant Agreement that provides funding from the DEPARTMENT to the AGENCY for construction and CEI services for the South Avenue Extension – National Guard Entrance Road Project.

The foregoing Resolution No. 809-23 was read and passed, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, FL, on this 13th day of February, 2023.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Resolution No. 809-23 was approved by me this 13th day of February, 2023.

Gene Whitfield, Mayor

Approved as to legal form and legal content for the
sole reliance of the City of Zephyrhills

Matthew E. Maggard, City Attorney

CITY MANAGER'S REPORT 4.3

FDOT Funding Agreement (FPN 450716 1 54 01) South Avenue Extension - National Guard Entrance Road - Grant No. 24-23-01

Issue:

Execution of FDOT State-Funding Agreement (FPN 450716 1 54 01) for the South Avenue Extension - National Guard Entrance Project.

Background:

The City received a State Appropriation (FPN 450716 1 54 01), authorized by SB 2339, Ch. 2022-156, FS for costs pertaining to the design, construction and construction engineering inspection (CEI) for the South Avenue Extension - National Guard Entrance Project.

The project consists of a +/-0.25 mile extension of South Avenue and intersection improvements to provide access to the future National Guard site, as well as potable water distribution, wastewater collection systems, and stormwater improvements.

Attachment(s):

1. 450716 1 South Ave Ext draft SFGA agreement (1)

Fiscal Impact:

State Funds - \$1,940,000.00

Staff Recommendation:

Staff recommends approval of Grant No. 24-23-04 as funded by FDOT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: <u>450716 1 54 01</u>	Fund: <u>GR23, LF</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>14 (Pasco)</u>	Contract No: _____	Vendor No: <u>F596000455003</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Zephyrhills, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Local Transportation Projects , Specific Appropriations SB2339 , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction and construction engineering inspection (CEI) activities for the South Avenue Extension - National Guard Entrance Road project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 03/26/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$2,629,911.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,940,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a.** **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b.** ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Zephyrhills

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jodi Wilkeson
Title: City Council President

By: _____
Name: Justin Hall
Title: Director of Transportation Development

Legal Review:

By: _____
Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 450716 1 54 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Zephyrhills (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: This project includes the design, construction and construction engineering inspection (CEI) activities for the South Avenue Extension - National Guard Entrance Road project. This project is approximately 0.25 miles roadway extension of South Avenue and intersection improvements at 6th Avenue and South Avenue to provide access to the proposed National Guard site. The roadway extension includes potable water distribution, wastewater collection systems, and stormwater improvements to be designed. This project will also include roadway construction for earthwork, rough and final grading, roadway paving, curb and gutter, storm sewer, potable watermain, gravity wastewater main, sidewalks, signing, and pavement markings.

The intersection of 6th Avenue and South Avenue is to be improved by adding a fourth leg and will become a 4 way stop. Signage and striping will be added for traffic flow and safety per FDOT standards and specifications.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency will be issued a Notice to Proceed for the design phase after final execution of this agreement.

The Agency will be issued a separate Notice to Proceed for the construction and CEI phase of the project once the final plans and required documentation has been approved by the Department.

The Agency will not move forward with any other project phases without receipt of a Notice to Proceed for the phase from the Department.

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work to be performed by a consultant.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for

consultants/contractors and their subs to comply with the agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: <https://pdl.fdot.gov/>

The Agency will submit 100% and final design plans (at a minimum) to the Department for review and approval.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

- 1.Right of Way Certification Form
- 2.Rail Clear Letter
- 3.Permits Clear Letter
- 4.Utilities Clear/Coordinated LetterProc
- 5.Consultant's Competitive Negotiations Act (CCNA) Clear Letter (Only applicable for a Professional Services phase if Department is participating in this phase)
6. Contamination Certification

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a Project Environmental Impact Report (PEIR) to support its acquisition of appropriate environmental permits and satisfy other agreements with the Department.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) 100% plans and project clears submitted to the Department by 05/01/2023.
- c) Design to be completed and submitted to the Department by 09/05/2023.
- d) Construction contract to be let by 12/29/2023
- e) Construction to be completed by 11/26/2024.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to the Agency for the design phase after final execution of this agreement.

The Department will issue a separate Notice to Proceed for the construction and CEI phase of the project once the final plans and required documentation has been approved by the Department.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0B
PROGRAM
MANAGEMENT
8/21
Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542		FINANCIAL PROJECT NUMBER: 450716 1 54 01		
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PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Projects)	\$2,629,911.00	\$689,911.00	\$1,940,000.00	☐ In-Kind ☒ Cash
FY: 2023	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Construction Cost		\$2,629,911.00 %	\$689,911.00 %	\$1,940,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$2,629,911.00	\$689,911.00	\$1,940,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF ZEPHYRHILLS

PROJECT DESCRIPTION: This project includes the design, construction and construction engineering inspection (CEI) activities for the South Avenue Extension - National Guard Entrance Road project.

FPID#: 450716 1 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: _____ P.E.

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, CSFA 55.039

***Award Amount:** \$1,940,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY MANAGER'S REPORT 4.4

FDEP Funding Agreement (LPA0407) Kossik & Fort King Roads Sewer Main/Water Main Extension - 24-23-02

Issue:

Execution of FDEP State-Funding Agreement (LPA0407) for the Kossick Road and Fort King Road Sewer/Water Main Extension Project.

Background:

The City received a FY 2022 State Appropriation for costs pertaining to reconstruction activities, bidding and contractor selection, and construction of the Kossick Road and Fort King Road Sewer Main and Water Main extension.

Attachment(s):

1. DEP Agreement No. LPA0407 - for signature

Fiscal Impact:

State Funds - \$3,500,000.00

Staff Recommendation:

Staff recommends approval of FDEP funding agreement for Kossik and Fort King Road sewer/water main extension.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Zephyrhills Kossik Road and Fort King Road Sewer Main/Water Main Extension** Agreement Number: **LPA0407**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Zephyrhills** Entity Type: **Local Government**
Grantee Address: **5335 8th St., Zephyrhills, Florida 33542** FEID: **59-6000455**
(Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2025**

4. Project Number: Project Location(s): **Lat/Long: (28.2737, -82.2042)**
(If different from Agreement Number)

Project Description: **The Grantee will install sewer lines and water main.**

5. Total Amount of Funding: \$ 3,500,000.00	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1665A, FY 22-23, GR	\$ 3,500,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 3,500,000.00

6. Department's Grant Manager Name: Vicky Boyd or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: n/a Email: Victoria.Boyd@FloridaDEP.gov	Grantee's Grant Manager Name: Audrey McGuire or successor Address: 5335 8th St. Zephyrhills, Florida 33542 Phone: 813-780-0002 Email: amcguire@ci.zephyrhills.fl.us
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Zephyrhills

GRANTEE

By _____
(Authorized Signature) Date Signed

Jodi Wilkeson, City Council President

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Vicky Boyd, DEP Grant Manager

Gabby Vega-Molnar, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

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- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

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- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

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- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0407**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Zephyrhills Kossik Road and Fort King Road Sewer Main/Water Main Extension. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

Attachment 2

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908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Zephyrhills Kossik Road and Fort King Road Sewer Main/Water Main Extension

PROJECT LOCATION: The Project will be located in the City of Zephyrhills within Pasco County; Lat/Long (28.2737, -82.2042).

PROJECT BACKGROUND: This Project will improve utility access in the north and north west parts of the City of Zephyrhills (Grantee) and unincorporated Pasco County. The water main portion of the project will create a looped system, allowing for redundancy, improving fire flow and pressures, and water quality. The sewer main portion will allow decommissioning of up to 200 existing septic systems, prevent approximately 2400 new septic systems, and provide up to 600,000 gallons per day at buildout of additional reclaimed water to benefit the Hillsborough River Basin Minimum Flow Level (MFL).

PROJECT DESCRIPTION: The Grantee will install sewer lines along Kossik Road from US 301 to Fort King Road, and along Fort King Road from Simons Road to Phelps Road. The Grantee will also install water main along Kossik Road from Greenslope Drive to Fort King Road.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the sewer and water main extensions and obtain all necessary permits for construction of the project. Activities include a complete route survey, geotechnical surveying, and hydraulic modeling.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit copies of the design, survey(s), and preconstruction report(s), as applicable, completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Zephyrhills Kossik Road and Fort King Road Sewer Main/Water Main Extension.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct the sewer and water main extensions in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$250,000	07/01/2022	04/30/2025
2	Bidding and Contractor Selection	Contractual Services	\$28,000	07/01/2022	04/30/2025
3	Construction	Contractual Services	\$3,222,000	07/01/2022	04/30/2025
Total:			\$3,500,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects - LI 1665A	\$3,500,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$3,500,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0407
Project Title:	Zephyrhills Kossik Road and Fort King Road Sewer Main/Water Main Extension
Grantee Name:	City of Zephyrhills
Grantee's Grant Manager:	
Reporting Period:	Select Quarter 2022

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 2: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 3: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 4: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 5: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(*Original Ink or Digital Timestamp*)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY MANAGER'S REPORT 4.5

Approval of Agreement # 41-23-04 - Emergency Communications Consolidation - Pasco County

Issue:

Current emergency communications through the City of Zephyrhills Police Department's PSAP only handle 911 calls from landline phones. In 2020, the Pasco County Public Safety Answering Point (PSAP) reported 82 percent of the 9-1-1 calls were wireless, with 62 percent of calls for Zephyrhills being wireless transfers. An increase in wireless 9-1-1 calls causes a rise in call transfers. Therefore, many more 9-1-1 calls may encounter avoidable lags in response time. All calls from citizens for 911 police emergencies, generated through cellular telephones, go to the Pasco County Emergency Services or 911 Center and then are transferred to the ZPD communications center. The call transfers result in redundancy and an increased probability of dropped calls, which can cause delayed emergency responses. Successful integration can improve service for residents, allow for more affordable enhancements of technology and equipment, and reduce the overlap of services. Public safety performs emergency first-response operations to safeguard life, health, property, and natural resources and serve the public's general welfare. Subsequently, emergency responders must share essential information across jurisdictions to respond successfully to recurring events and large-scale incidents. Emergency operations require efficient command, control, coordination, communication, and intelligence sharing among agencies. The PSAP and the Emergency Communications Center are often the core of effective collaboration. Anticipated communications capabilities among the partner agencies will be augmented through shared CAD and RMS systems, positively impacting public safety administration and operations. In addition, all telecommunications employees in police dispatch will be offered positions with the County and afforded career opportunities unavailable to them under the current system if they choose. Those employees who transfer to the County will receive equal or greater salaries and similar benefits and retain their seniority in the move. We intend to retain six (6) entry-level positions and one (1) supervisor for 24/7 operational and constituent service delivery at the Police Department.

Background:

The City of Zephyrhills and the Zephyrhills Police Department have an opportunity to increase our ability to provide effective and efficient constituent and public safety services. Through the consolidation of police department emergency communications into a centralized call-taking and dispatching facility, the E911 system design will have the ability to serve all public safety agencies within Pasco County. In addition, the partner agencies will be tied into a records management system (RMS) with the ability to share information for improved situational awareness.

One primary Public Safety Answering Point (PSAP) will be operated and managed through an

inter-local agreement between agencies. There is also a County Department of Public Safety Communications. The Consolidated Communications Board was established with a membership of all involved municipalities and county agencies. The Zephyrhills Police Department Chief will have a seat on the Consolidated Communications Board.

Attachment(s):

1. Addendum to Interlocal Agreement
2. BCC APVD 2017-06-20 C8 AMENDED AND RESTATED ILA

Fiscal Impact:

The fiscal impact is \$121,744 to the General Fund. The cost is based on the current salary, benefits, and training for two (2) Emergency Communications Operators. Recurring personnel costs may increase based on employee salaries and criteria outlined in the original and amended agreement. Staff will budget for any increases with each new budget.

Staff Recommendation:

Staff recommends approval of Agreement 41-23-04 for consolidated emergency communications as it offers a means to provide enhanced, effective, and, efficient public safety services.

**ADDENDUM TO INTERLOCAL AGREEMENT
FOR A PASCO COUNTY CONSOLIDATED COMMUNICATIONS CENTER
BETWEEN PASCO COUNTY AND THE CITY OF ZEPHYRHILLS**

THIS ADDENDUM is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, the Pasco County Consolidated Communications Board, an administrative entity formed pursuant to Chapter 163.01, Florida Statutes, and the City of Zephyrhills, a municipal corporation of the State of Florida by and through its City Council.

WITNESSETH:

WHEREAS, on March 5, 2013, Pasco County and the Pasco Sheriff's Office entered into an Interlocal Agreement for the creation of the Consolidated Communications Board and the Pasco County Department of Public Safety Communications and subsequently amended this Agreement on September 24, 2013; and

WHEREAS, Section 13 of the original Interlocal Agreement, as amended, allows for the addition of municipal jurisdictions as participants in the consolidation; and

WHEREAS, with the signing of this Addendum, the City of Zephyrhills agrees to the terms of said Interlocal Agreement dated March 5, 2013, and recorded in the Official Records of Pasco County, Florida Book 8840 Page 2079 as amended on September 24, 2013, and recorded in the Official Records of Pasco County, Florida Book 8938 Page 1037; and

WHEREAS, the City of Zephyrhills agrees to the stipulations outlined within this Addendum governing its participation;

NOW, THEREFORE, in consideration of the premises set forth in the amended Interlocal Agreement, the mutual premises herein set forth, the sufficiency and adequacy of

which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. RECITALS.

The foregoing WHEREAS clauses are incorporated herein by reference and made a part of this ADDENDUM.

SECTION 2. CONSOLIDATED COMMUNICATIONS BOARD.

The Zephyrhills Police Chief or designee shall become a member of the Consolidated Communications Board as provided by the Interlocal Agreement, as amended, upon the filing of a fully executed copy of this Addendum in the Official Records of Pasco County, Florida.

SECTION 3. TRANSITION OF EMPLOYEES.

The Transition of City of Zephyrhills Employees and the Hours of Accrual Transfer shall be provided for as follows:

- a. All current full-time employees of the Zephyrhills Police Communications Center shall be offered by the County said employment beginning on or about the date of activation of March 21, 2023. Each employee desiring employment by the County shall submit an application and other appropriate paperwork to allow for the creation of an employee file. All benefits and compensation for such employees shall be set by the County. With the exception of managerial positions, at the time of hire by the County, no employee shall receive less base salary than earned by the employee with the City of Zephyrhills as of the time of activation based upon the base pay definition of the City of Zephyrhills. All positions, except ECOs, will be selected through an interview process as determined by the Consolidated Communications Board.

- b. The transferred employees shall receive the same benefits and be subject to the same Pasco County Career Service Manual as all other County employees. Retirement benefits of transferred employees shall be subject to Florida Statutes and rules governing the transfer, merger, or consolidation of governmental units, services, or functions.
- c. The County shall use the City of Zephyrhills employee's current full-time hire date for the purpose of establishing seniority and determining leave accruals once employed by the County.
- d. The County will transfer the balance of all City of Zephyrhills employees' sick leave to the County according to their years of service, not to exceed the County's carry-over limitations (i.e., hours) based on the County's service years scale. City of Zephyrhills employees will begin accruing sick leave in accordance with the County Personnel Policy and Procedure Manual upon the first day of transfer of employment under this agreement and upon payment of accrued hours by the City of Zephyrhills as stated in the Hours Accrual Section below.
- e. The County will transfer the balances of all City of Zephyrhills employees' annual leave to the County according to their years of service, not to exceed the County's carry-over limitations (i.e., hours) based on the County's service years scale. City of Zephyrhills employees will begin accruing annual leave in accordance with the County Career Service Manual upon the first day of transfer of employment under this agreement and upon payment of accrued hours by the City of Zephyrhills as stated in the Hours Accrual Section below.

Hours of Accrual Transfer:

- a. Sick and annual leave accruals will be transferred when the County is paid the value of accrued leave based on the employee's hourly wage and the hours transferred at the time of transition.

SECTION 4. FUNDING.

- a. As provided for in Section 10.3 of the Interlocal Agreement, as amended, the City of Zephyrhills will be responsible for all personnel costs of additional staffing deemed necessary by the CCB and the Public Safety Communications Director in conjunction with the municipal agencies. Additionally, all equipment purchase, installation, and maintenance necessary for the municipal police to provide dispatching services will be borne by the municipalities. These costs will include annual increases related to personnel services and equipment maintenance/upgrades related to the City of Zephyrhills.
- b. Personnel necessary to support the City of Zephyrhills law enforcement services will be based on the average annual call volume between January 1, 2022, and December 31, 2022, to establish an "initial year service level." The average annual call volume will include 911 calls, administrative calls, and responses by municipal agencies, as applicable.
- c. If the City of Zephyrhills's call volume increases by one hundred percent (100%) over the "initial year service level," the volume of calls will require the addition of one Emergency Communications Officer position for the next fiscal year and through subsequent years. The City of Zephyrhills will be responsible for all employee costs (including all benefits) at the current pay rate in effect. In the event that this is to occur, the "initial year service level" will be reestablished based on current activity.

- d. Payment for services outlined in Appendix A attached hereto will be due fifteen (15) calendar days after the end of each fiscal quarter:

October 1 thru December 31 – Due January 15

January 1 thru March 31 – Due April 15

April 1 thru June 30 – Due July 15

July 1, thru September 30 – Due October 15

- e. Except as changed or modified herein, all provisions and conditions of the Interlocal Agreement shall remain in full force and effect.

[This Section Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Addendum to the Interlocal Agreement for a Pasco County Consolidated Communications Center as of the day and year last written below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQUIRE
CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Date: _____, 2023

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

LORI HILLMAN, CITY CLERK

JODI WILKESON,
CITY COUNCIL PRESIDENT

Date: _____, 2023

PASCO COUNTY CONSOLIDATION COMMUNICATIONS BOARD

CHAIRMAN

WITNESSES:

SIGNATURE

DATE: _____, 2023

PRINTED NAME

SIGNATURE

PRINTED NAME

Appendix A

RECURRING COSTS FOR CONTRACTED SERVICES AND PERSONNEL:

Item	Acquisition	Recurring
Salary and benefits of two (2) Emergency Communications Operators	\$121,744	\$121,744

- This is a first-year cost based on current salary, benefits, and training costs. Recurring personnel costs may increase based on employee salaries and criteria outlined in the original and amended agreement. Pasco County will notify the City of Zephyrhills of any increase as identified in Section 10.3(b) of the Agreement.

AGENDA SUMMARY SHEET



BCC APVD 6/20/17 C8

Meeting Type:	Pasco County Commission
Department:	County Attorney
Memorandum Number:	CAO17-0030

Subject: Amended and Restated Interlocal Agreement - Pasco County and Pasco County Sheriff's Office - Consolidated Communications Center - No Funding Required

Recommendation: Approve



**BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM**

COMMISSION DISTRICT: All

FILE NO.: CAO17-0030

DATE: 6/14/17

SUBJECT: Amended and Restated Interlocal Agreement – Pasco County and Pasco County Sheriff's Office – Consolidated Communications Center – No Funding Required

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Jeffrey N. Steinsnyder, County Attorney

JNS 6-14-17

RECOMMENDED BOARD ACTION:

Approve the Amended and Restated Interlocal Agreement for a Pasco County Consolidated Communications Center between Pasco County and Pasco County Sheriff's Office, authorize the Chairman to execute the Agreement, direct Board Records Department to record the Agreement in the Official Records for Pasco County and distribute as outlined below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On March 5, 2013, the Pasco County BCC and Pasco County Sheriff entered into an agreement consolidating emergency communications functions. This agreement was subsequently amended on September 24, 2013 and an Addendum was added on August 19, 2014 for the inclusion of Dade City into the Consolidated Communications Center.

On April 8, 2015, a Second Amendment to the Interlocal Agreement modified the Organizational Chart with the creation of additional positions as well as provide additional clarity for the selection and retention of all personnel positions within the Consolidated Communications Center holding the title of Director, Assistant Director, and Manager. The addition of an Assistant Director to be filled by a PSO Lieutenant and the creation of a Compliance Division which would include a Compliance Manager and two Compliance Specialists was also part of this amendment.

The Amended and Restated Interlocal Agreement incorporates the two previously adopted amendments into a single document. Due to the current Director's elevation to Assistant County Administrator for Public Services this revision includes the revision of the organizational chart to have a Captain from the Sheriff's Office be the Director of the Department of Emergency Services and that position would report to the Assistant County Administrator for Public Safety. It eliminates the Assistant Director position created in the 2015 amendment.

County Administration and the Pasco Sheriff's Office recommend that the Board approve the Amended and Restated Interlocal Agreement.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is currently in place.

DISTRIBUTION:

Board Records Department to distribute as sets forth below:

1. Retain One Original
2. Email copy to Jeffrey N. Steinsnyder, County Attorney
3. Email copy to Lindsay Moore, General Counsel, Pasco County Sheriff's Office

ATTACHMENT(S):

1. Agreement (1 original)
- cc: Dan Biles, County Administrator
- JNS/mp

Damminger, Amanda

From: Damminger, Amanda
Sent: Monday, June 26, 2017 3:13 PM
To: 'lmoore@pascosheriff.org'; Jeffrey Steinsnyder (JSTEINSNYDER@pascocountyfl.net)
Cc: McCormick, Katie; Schroeder, Connie
Subject: C8 CAO17-0030 Interlocal Agreement June 20 BCC
Attachments: C8 CAO17-0030 Interlocal Agreement.pdf

Good afternoon,

Attached is a copy of item C8/CAO17-0030, an amended and restated Interlocal Agreement for a Consolidated Communications Center, that was approved at the June 20, 2017 BCC meeting. Please let me know if you have any questions. Thank you.

Amanda Damminger
Records Clerk I
Board Records Division

*Office of Paula S. O'Neil
Clerk & Comptroller, Pasco County
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, FL 33523
(352) 521-4274 ext. 4911
adamminger@pascoclerk.com*

Excellence....Always

**AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR A
PASCO COUNTY CONSOLIDATED COMMUNICATIONS CENTER**

This Agreement is made and entered into by and between Pasco County, a political subdivision of the State of Florida by and through its Board of County Commissioners and the Pasco County Sheriff's Office.

WITNESSETH:

Rept: 1873333 Rec: 180.00
DS: 0.00 IT: 0.00
06/21/2017 K. R. M., Dpty Clerk

WHEREAS, the parties entered into the original Interlocal Agreement on March 5, 2013 for the creation of the Consolidated Communications Center (CCC), governed by a Consolidated Communications Board (CCB); and staffed by the Pasco County Department of Public Safety Communications, now known as the Department of Emergency Services, as recommended by the E911 Consolidation Committee and the initial consolidation was begun; and

WHEREAS, it was recognized the jurisdictions and residents of Pasco County will benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) serving as the single point of contact for the process and dispatch of emergency calls for all disciplines; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 allows local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby to provide services and facilities for the ultimate benefit of the citizens of Pasco County; and

WHEREAS, the parties hereto desire to the continue the consolidated Public Safety Answering Point (PSAP), to be hereafter known as the "Consolidated Communications Center (CCC)"; and

WHEREAS, the CCC has provided improved police, fire and emergency medical service communications within the boundaries of the parties' jurisdictions (the "Consolidated Service Area"),

together with such other jurisdictions as may hereafter contract with the parties hereto for communications services; and

WHEREAS, the establishment and maintenance of the CCC has been a substantial benefit to the citizens of the undersigned governmental jurisdictions and the public in general; and

WHEREAS, on September 24, 2013, the First Amendment to the Interlocal Agreement was executed which allows members to be added to the Consolidated Communications Board (CCB) without the requirement to amend the Interlocal Agreement; and

WHEREAS, on August 19, 2014, an Addendum to the Interlocal Agreement was executed including Dade City as a participant in the Consolidated Communications Board; and

WHEREAS, on April 8, 2015, the Second Amendment to the Interlocal Agreement was executed which revised the responsibility and authority of the CCB, and provided for the operation of the CCC by a Public Safety Communications Director and Assistant Director; and

WHEREAS, the parties believe that additional revisions and updates to the Interlocal Agreement, which incorporate certain original terms of the Interlocal Agreement and certain, amendments to date, need to be made to facilitate the administration of the Pasco County Consolidated Communications Center.

NOW THEREFORE, in consideration of the premises set forth hereinabove, the terms of which are incorporated herein, the mutual promises herein set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

The original Interlocal Agreement effective March 5, 2013, is replaced in its entirety as follows:

SECTION 1. RECITALS.

The foregoing WHEREAS clauses are incorporated herein by reference and made a part hereof.

SECTION 2. PURPOSE.

The parties hereby establish a Consolidated Communications Board (CCB), as the administrative entity pursuant to Section 163.01(7)(a), Florida Statutes, to guide the establishment and operations of the Consolidated Communications Center, which will provide a county-wide public safety communications operations with the following operational objectives:

2.1 To promote the health, safety and welfare of the citizens throughout Pasco County.

2.2 To save lives by improved call processing time which reduces response times to emergency incidents.

2.3 To improve safety to emergency responders through the increased sharing of information.

2.4 To continually improve procedural efficiency and technical capabilities of emergency call-taking, emergency call processing, dispatching, and all emergency response communications.

2.5 To effectively receive calls for routine and emergency assistance, based on structured call intake protocols, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies.

2.6 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire, and EMS.

2.7 To bring about increased efficiencies and coordination of communications and emergency response services, including the use of the National Incident Management System (NIMS) and the National Response Framework (NRF) for incident command. These communications improvements are intended to impact emergency response for all types of scenarios that are generally broken into three categories: (1) Emergencies that occur daily in the community: those “typical” crimes, fires, and medical emergencies, (2) local, small scale disasters, such as a transportation accident, and (3) large scale and/or national level disasters, such as terrorist attacks or natural disasters.

2.8 To provide the public and field response agencies with highly trained and certified Emergency Services employees to provide the best service possible to all parties involved.

2.9 To provide goals of (1) continued compliance with the State of Florida Public Safety Telecommunicator certification requirements, (2) meeting NFPA’s 1221 standards for dispatching facilities, (3) meeting International Academy of Emergency Dispatching (IAED) standards for Accreditation, (4) meeting national standards of the National Emergency Number Association (NENA) and the Association of Public Safety Communications Officials International (APCO), and (5) meeting or exceeding security standards of the Florida Department of Law Enforcement (FDLE), the Florida Crime Information Center (FCIC), the National Crime Information Center (NCIC), and the Criminal Justice Information Services (CJIS).

2.10 To obtain funding to ensure the appropriate level of service as defined by user agencies by establishing funding mechanisms and a budget process for the Consolidated Communications Center.

2.11 To provide for operational oversight from a "Consolidated Communications Board (CCB)" of emergency response leaders.

2.12 To ensure accountability to the field response agencies through the creation of User Groups to provide feedback to the CCB.

SECTION 3. DEFINITIONS.

As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise:

3.1 "Consolidated Communications Board" (CCB) shall mean the multi-jurisdictional Board of Law Enforcement, Fire and EMS leaders established to guide the establishment and operations of the Consolidated Communications Center.

3.2 "County" shall mean Pasco County.

3.3 "E9-1-1 or NG9-1-1" (Enhanced 9-1-1 or Next Generation 9-1-1) shall mean the emergency communications system which connects the public to emergency response.

3.4 "Other Services" shall mean services related to emergency service or jurisdictional communications provision, such as administrative call-taking.

3.5 "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.

3.6 "Pasco Consolidation Communications Center" (CCC or Center) shall mean the facility housing the countywide Public Safety Communications operations center and its staff as the context may require.

3.7 "PSAP" (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.

3.8 "Pasco County Emergency Services Department Director" (Emergency Services Director or Director) shall mean the administrative head of the Pasco County Emergency Services Department responsible for handling day to day operations of the Emergency Services Department and managing its employees.

3.9 "Public Safety Communications Services" shall mean those services and equipment necessary to answer, process, and dispatch (as necessary) emergency calls on a twenty-four (24)-hour per day basis, three hundred sixty-five (365) days per year.

3.10 "Original Agreement" shall mean the Interlocal Agreement signed by Pasco County and the Pasco Sheriff's Office on March 5, 2013.

3.11 "Participating Municipal Jurisdiction" shall mean a Pasco County municipal jurisdiction having an executed Addendum who has funded operations of the Center pursuant to Section 10 of the Interlocal Agreement.

SECTION 4. ESTABLISH A DEPARTMENT OF EMERGENCY SERVICES.

The parties agree that Pasco County will rename and maintain a Department of Emergency Services, formerly known as Pasco County Communications Division, within the Public Safety Branch of the Pasco County Government which will operate the CCC. Pasco County will provide the structure and agency support for important and necessary services such as payroll, employee benefits, facilities maintenance, budget/finance, legal, risk management and procurement. This arrangement provides significant cost efficiencies since the infrastructure and capabilities are in place to provide the administrative and support services to a department serving a countywide need. All employees of the Pasco County Emergency Services Department, with the exception of the Director, shall be County employees, subject to all County personnel policies and procedures. The operations of the Department will be funded pursuant to Section 10 of this Agreement.

SECTION 5. COMMUNICATIONS FACILITIES.

The Consolidated Communications Center located at 8750 Government Drive, New Port Richey will be available as the CCC. Pasco County will review the current facility and in coordination with the Consolidated Communications Board and Department administrative staff, make recommendation on facility needs, including consideration of the construction of a new facility, if deemed necessary. The backup CCC will be located at 38283 McDonald Street Dade City, and will be utilized in the event that the center employees must evacuate the primary CCC.

SECTION 6. CONSOLIDATED COMMUNICATIONS BOARD.

With the execution of this Agreement, the "Consolidated Communications Board" (CCB) will be established as follows:

6.1 Membership:

Pasco County Assistant County Administrator of Public Safety or designee

Pasco County Fire/Rescue Chief or designee

Pasco County Sheriff or designee

Police Chief of Dade City or designee (added Addendum 8/19/14)

Those other members added by Addendum

The Pasco County Emergency Services Director or designee shall serve as liaison to County Administration and provide support to the CCB. Additional representative members may be added as other municipalities take part in consolidation.

6.2 The CCB shall have the following Responsibility and Authority:

- a. Establish, together with the Director, the mission and goals of the Pasco County Consolidated Communications Center.

b. Review operational protocols, policies and procedures for the Consolidated Communications Center with the assistance of the Director. These operational protocols, call-taking, and dispatch policies will meet or exceed current standards established by state and/or federal requirements, medical direction, and accreditation standards.

c. Consider and resolve questions, issues and disputes presented to the CCB by the User Groups or parties to this Agreement.

d. Provide advocacy for both capital and operational needs of the Center, and work toward funding efficiencies and grant opportunities.

e. Bi-annually update or adopt a long-range strategic plan.

f. The CCB shall have the responsibility to elect a Chairperson and a Vice Chairperson from its members by a majority vote of the CCB. Both the Chairperson and Vice Chairperson will serve a two (2) year term and may be re-elected for subsequent terms. The Chairperson shall have the following authority and responsibility:

1. Preside at regular and special meetings of the CCB, in the Chairperson's absence the Vice Chairperson shall preside.

2. Call special meetings as appropriate.

3. Appoint committees as appropriate.

6.3 Meetings of the Board.

a. Members of the CCB are expected to attend the majority of meetings. If a member misses more than twenty-five percent (25%) of the meetings during a calendar year, a letter of concern will be written to the member, with copies to the

Governing Body and Administrative Head of the jurisdictions. Meeting minutes will be taken and published from each meeting.

b. Any member of the CCB may designate an alternate to attend meetings in the member's place. Written notice of designation of an alternate shall be provided to the rest of the CCB members including the duration of the designation if it is not a permanent designation. The designee must be from the same jurisdiction. While so designated, the representative shall assume all rights and responsibilities of a full member.

c. Regularly scheduled meetings of the CCB shall be held monthly at such time and place as determined by mutual agreement. Special meetings may be called by the Chairman as appropriate.

d. A quorum shall be necessary to convene a meeting. A majority of the members of the CCB shall constitute a quorum. All motions presented for approval shall require majority vote in order to be adopted.

e. The CCB will govern itself in accordance to the Florida Sunshine Law Section 286.011 et seq., Florida Statutes and its records shall be subject to Chapter 119, Florida Statutes.

6.4 User Groups.

User Groups may be established as deemed necessary by the CCB. These groups, if established, would be used for the purposes of providing a review of the CCC's operations from a user's perspective.

SECTION 7. TRANSITION PLAN.

The parties agree to cooperate in resolving the complexities of transitioning into a Consolidated Communications Center. There will be continued involvement of the CCB in all phases of the establishment of the Center.

7.1 A transition plan was developed by the E911 Consolidation Committee working closely with the CCB and the County. Pasco County will establish a transitional budget and be responsible for managing this budget and paying transitional expenses, including but not limited to staffing of Director and other positions identified as needed prior to cutover, call taking training course fees, etc. Some transitional funding may come from other participating jurisdictions. 9-1-1 fee funding will be used as available and wherever possible.

SECTION 8. HIRING OF NEW EMPLOYEES.

8.1 Any personnel needed after the transition will be selected through the hiring practices established by the County. Job descriptions and minimum requirements for positions will be developed by the Consolidated Communications Board and approved by the County Personnel Department. All new hire employees will be subject to the County's standard probationary period and all other Pasco County employment policies and procedures as well as the State of Florida certification requirements.

8.2 All hiring and termination decisions regarding Consolidated Communications Center personnel holding the title of Manager or above shall be in accordance with normal County policy and procedure, but are subject to confirmation by the Sheriff as part of the interview and disciplinary process.

SECTION 9. EMERGENCY SERVICES DEPARTMENT DIRECTOR.

The CCC will be managed, operated and supervised by an Emergency Services Department Director, who will be a Pasco Sheriff's Office employee. This individual shall at all times be a Pasco Sheriff's Office employee. The selection and assignment of the Director shall be at the sole discretion of the Sheriff subject to confirmation by the Board of County Commissioners.

9.1 The responsibilities and authority of the Director includes:

a. The Emergency Services Department Director shall be a sworn law enforcement officer in and for the State of Florida, with the rank of Captain or higher at the Pasco Sheriff's Office.

b. The Director shall be the administrative head of the CCC and will be responsible for handling administration and personnel matters within the framework of Pasco County regulations and personnel policies.

c. The Director shall at all times remain under the direct supervision and management control of the Pasco Sheriff's Office in his or her capacity as a law enforcement officer, and shall be governed by the policies, procedures, and General Orders of the Pasco Sheriff's Office. The Director assigned by the Sheriff to the Pasco County Emergency Services Department shall continue on the payroll of the Pasco Sheriff's Office, and shall continue to receive all benefits as other full-time members in the same classification in the Pasco Sheriff's Office, while assigned to the Pasco County Emergency Services Department. Pasco County shall reimburse the Pasco Sheriff's Office for the salary and benefits of the Director.

d. The Director shall be under the direct supervision of the Assistant County Administrator for Public Safety on a day-to-day basis, while assigned to the Pasco County Emergency Services Department, and all work assignments shall flow from the Assistant County Administrator for Public Safety. In all matters relating to the operations of the Pasco County Emergency Services Department, the Pasco County Emergency Services Department policies and procedures shall primarily govern the conduct of the Director. In the event of a conflict between a directive, policy, or procedure of the Pasco Sheriff's Office and the Pasco County Emergency Services Department, the parties agree to meet and negotiate a resolution of the conflict. In the interim, the Pasco County Emergency Services Department policies shall prevail.

e. The Director shall directly supervise the Operations Managers, Support Services Manager, and Compliance Manager as outlined in the attached Pasco County Emergency Services Department Organizational Chart.

f. The Director shall be responsible for establishing operational protocols, policies and procedures for all calls for service of the Center. The establishment of operational protocols, policies and procedures related to law enforcement related calls shall receive the approval of the Sheriff or his designee prior to their implementation. The establishment of operational protocols, policies and procedures related to fire rescue and EMS related calls shall receive the approval of the Fire Chief or his designee prior to their implementation. These operational protocols, call-taking, and dispatch policies will meet or exceed current standards established by state and/or federal requirements, medical direction, and accreditation standards.

g. The Director will prepare a proposed budget for CCB review and submission to the County.

h. The Director will be responsible for managing the Center and Pasco County Emergency Services Department within the approved annual budget.

i. The Director will be responsible for all activities of the Center and Pasco County Emergency Services Department, including but not limited to, oversight of call-taking, dispatching, records (custodian), recording, staffing, training, and security.

j. The Director shall establish and utilize performance standards for employees. The Director shall actively and continually consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency communications for the benefit of the public and emergency response agencies.

k. The Director shall review and evaluate proposals from User Groups for changes to service levels, performance standards, and/or operational procedures and make appropriate recommendation for changes to the CCB for adoption by the CCB.

l. The Director will develop appropriate long-range plans, including strategic capital improvements, staffing, technology, and other matters. A comprehensive long-range plan will be developed and updated bi-annually or on the same cycle as the County Strategic Plan. This plan will be presented to the CCB on a yearly basis at a date and time determined by the CCB. Each year the CCB will reach consensus on the plan, and the CCB will take action to adopt the plan.

SECTION 10. FUNDING.

10.1 Capital costs include start-up costs associated with the modification of the current Communications Center to include the re-configuration of furniture, updates to

electrical equipment, and purchase of additional console equipment as necessary. Every effort was made to cover capital costs through allowable usage of E911 Fees as they were available. Other considerations may be necessary for capital costs that cannot be covered in this manner.

10.2 Transitional Costs involved staffing and costs before the Pasco County Emergency Services Department became fully operational, to include initial personnel costs and other staff, training and equipping staff, and training of call takers and dispatchers who moved from participating jurisdictions to the Pasco County Communications Division.

a. Transitional costs funded by Pasco County:

The County's projected Transitional costs were estimated at One Hundred Eighty Thousand Dollars and no cents (\$180,000.00), primarily to cover early hiring of the Director, who was previously a Pasco County employee, and cross-training of personnel. These expenses were borne by Pasco County, subject to budget approval by Pasco County Board of County Commissioners (BOCC). During the six (6) months prior to cutover date, the County paid for call taker training/certification course fees for those personnel at participating centers who were hired or anticipated to be hired by the Pasco County Emergency Services Department.

b. Transitional costs funded by participating Jurisdictions:

Personnel staff time (including necessary overtime) involved in the initial Pasco County Emergency Services Department related training of employees that transitioned to the Pasco County Emergency Services Department were borne by the participating agencies where they were employed prior to the cutover date. This facilitated personnel at participating agencies being transitioned to the Pasco County Emergency Services

Department while allowing them to remain at their current respective agencies until the cutover date.

10.3 **Operational Costs including** salaries, benefits, support staff, training and employee specific equipment and supplies (uniforms, headsets, etc.), systems maintenance and support costs, facility maintenance, utilities, other indirect costs and capital replacement fund to provide future funding toward capital improvement plans such as lifecycle replacement of systems and equipment, NG9-1-1 upgrades and building renovations.

a. **Operational costs are projected** to be approximately Eight Million Thirty-Two Thousand and Sixty-Seven Dollars and no cents (\$8,032,067.00) for FY2018 **increasing annually at a rate to be determined by increases in personnel expenses, equipment maintenance costs and the addition of any operational improvement projects.** Costs to municipal agencies participating pursuant to Section 13 in the consolidation will be determined as outlined in paragraph 10.3(b) below.

b. A Participating Municipal Jurisdiction will be responsible for all personnel costs of additional staffing deemed necessary by the CCB and the Director, in conjunction with the municipal agencies. Additionally, all equipment purchase, installation, and maintenance necessary for the municipal police and/or fire agencies to provide dispatching services to a Participating Municipal Jurisdiction will be borne by the Participating Municipal Jurisdiction. These costs will include annual increases related to personnel services and equipment maintenance/upgrades. Any and all reduction of costs provided for in this section shall be realized by the Participating Municipal Jurisdiction as a reduction in its apportioned costs.

c. Personnel necessary to support municipal agencies services will be based upon average annual call volume during the two-year period immediately preceding a municipal jurisdiction's indication they wish to participate in consolidation, to establish an "initial year service level." Call volume will include 911 calls, administrative calls, and responses by municipal agencies as applicable.

If a Participating Municipal Jurisdiction's call volume increases by one hundred percent over the "initial year service level," the volume of calls will require the addition of one Emergency Communications Officer position for the next fiscal year and through subsequent years. In the event that this occurs, the "initial year service level" will be reestablished based on current activity.

d. Payment for services outlined in any subsequently approved Addendum adding a Participating Municipal Jurisdiction will be due 15 calendar days after the end of each fiscal quarter as follows:

October 1 through December 31 – Due January 15

January 1 through March 31 – Due April 15

April 1 through June 30 – Due July 15

July 1 through September 30 – Due October 15

10.4 Existing Funding currently used for 9-1-1 service provision is expected to continue. Wireline and wireless 9-1-1 fees currently fund countywide 9-1-1 equipment as allowable expenses outlined (but not inclusive) in Section 365.172 (9), Florida Statutes. Pasco County will make use of 9-1-1 fee funds as available and wherever possible.

10.5 Applicable Grant funding will be sought in order to assist in funding the Consolidated Communications Center.

SECTION 11. EQUIPMENT.

Equipment and furnishings for the CCC shall be purchased in the County's name and be the property of Pasco County. The purchase and maintenance of all equipment necessary to receive calls, radio transmissions, and data at the locations (or vehicles) of participating jurisdictions will be the responsibility of the jurisdictions. The parties may engage in cooperative purchasing activities, including but not limited to use of Florida State or other county contracts. Pasco County and the Participating Municipal Jurisdictions will cooperate together and with local, state and federal agencies in order to maximize interoperability and economies of scale, grant-funding, and other means to reduce costs for equipment and operations. The Director, working with the CCB and the County Information Technology Department, will maintain a multi-jurisdictional Computer Aided Dispatch (CAD) system with expandable ports for multiple interfaces such as Records Management System (RMS), Fire Reporting, EMS Reporting and message switching for Mobile Data Terminals (MDTs) or other data-sharing interfaces. Each Participating Municipal Jurisdiction will be responsible for purchasing and maintaining its own records/data management module and related CAD interfaces.

SECTION 12. EFFECTIVE DATE, TERM OF AGREEMENT AND PARTY WITHDRAWAL.

The effective date of this agreement shall be upon the filing of a fully executed copy of this Amended and Restated Interlocal Agreement in the Official Records of Pasco County, Florida. E911 call-taking and law enforcement dispatching services will continue as outlined in any Addendum(s) for a Participating Municipal Jurisdiction. The initial term of this Amended and Restated Interlocal Agreement shall be for a period of five (5) years from the date of recordation; and thereafter shall be automatically renewed for a period of two (2) years unless terminated by the parties. In the event that any party desires to withdraw from this Agreement, said party must give twelve (12) months' advance

DATE OF THIS AMENDED AND RESTATED ILA WAS FILED IN THE COUNTY RECORDS IS 6/21/17 WHICH PLACES THE EXPIRATION, INCLUDING AUTO RENEWAL, AT 6/21/24 (kgrimsley)

written notice to the other parties, and the withdrawal shall take effect only as of the beginning of the succeeding fiscal year of the County, unless otherwise agreed between the parties. A Participating Municipal Jurisdiction may withdraw from participating under the same terms.

SECTION 13. ADMISSION OF NEW JURISDICTIONS.

Additional Municipal Jurisdictions may become participants by written Addendum to this Agreement, with approval by governing body of the Participating Municipal Jurisdiction. The Addendum shall be approved by the CCB as the administrative entity overseeing the Consolidated Communications Center, and the Pasco County Board of County Commissioners as the entity responsible for the Department of Emergency Services. The Addendum shall provide for terms and conditions of the Participating Municipal Jurisdiction's participating, and shall be binding as if part of the original Interlocal Agreement and all subsequent Amendments to Interlocal Agreement.

SECTION 14. MEDIATION.

Any controversy between the members with regard to the application or interpretation of this Agreement shall be submitted to the Consolidated Communications Board for resolution. If the Board's action does not resolve the controversy, it may be submitted for mediation. Upon failure of mediation, each party reserves all rights and remedies otherwise available under Florida law.

SECTION 15. RESPONSIBILITY FOR LOSS.

Each party to this Agreement and any Participating Municipal Jurisdiction by execution of an Addendum agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees to the extent that liability exists. Eligible jurisdictions shall be subject to Section 768.28, Florida Statutes and no jurisdiction shall waive its right to sovereign immunity.

SECTION 16. SEVERABILITY.

Should any part of the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein, nor this Agreement as a whole, invalid. Those rights and obligations under this Agreement, which by their nature should survive, shall remain in effect after termination, suspension or expiration hereof.

SECTION 17. EXECUTION.

This Agreement, or amendments hereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each participating jurisdiction. This Agreement, or any amendment thereto, shall be deemed adopted upon the date of execution by the last so authorized representative.

SECTION 18. AUTHORITY.

This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes.

SECTION 19. COUNTERPARTS.

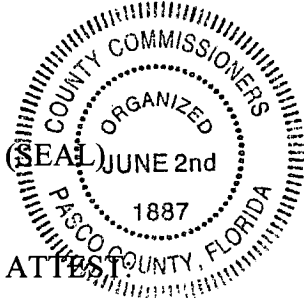
This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the parties, but all of which shall be construed together as a single instrument. This Agreement shall be effective upon the exchange of original counterpart signature pages signed by all of the parties, but if such initial exchange occurs by facsimile, original signature pages will be exchanged within ten (10) days of the date thereof and filed in the official records of Pasco County Florida.

SECTION 20. ENTIRE AGREEMENT

This document encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this Agreement shall be effective unless made in writing and signed by all members. This Amended and Restated Interlocal Agreement replaces the Original Agreement in its entirety, and supersedes all Amendments executed subsequent to the Original Interlocal Agreement. Any Addendum executed by a Participating Municipal Jurisdiction remains valid and in effect.

IN WITNESS WHEREOF, PASCO COUNTY has hereunto set its hands and seal this

20 day of June, 2017.



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Paula S. O'Neil

PAULA S. O'NEIL, Ph.D.
CLERK & COMPTROLLER

Date: June 20, 2017

By:

Mike Moore
MIKE MOORE, CHAIRMAN

APPROVED
IN SESSION

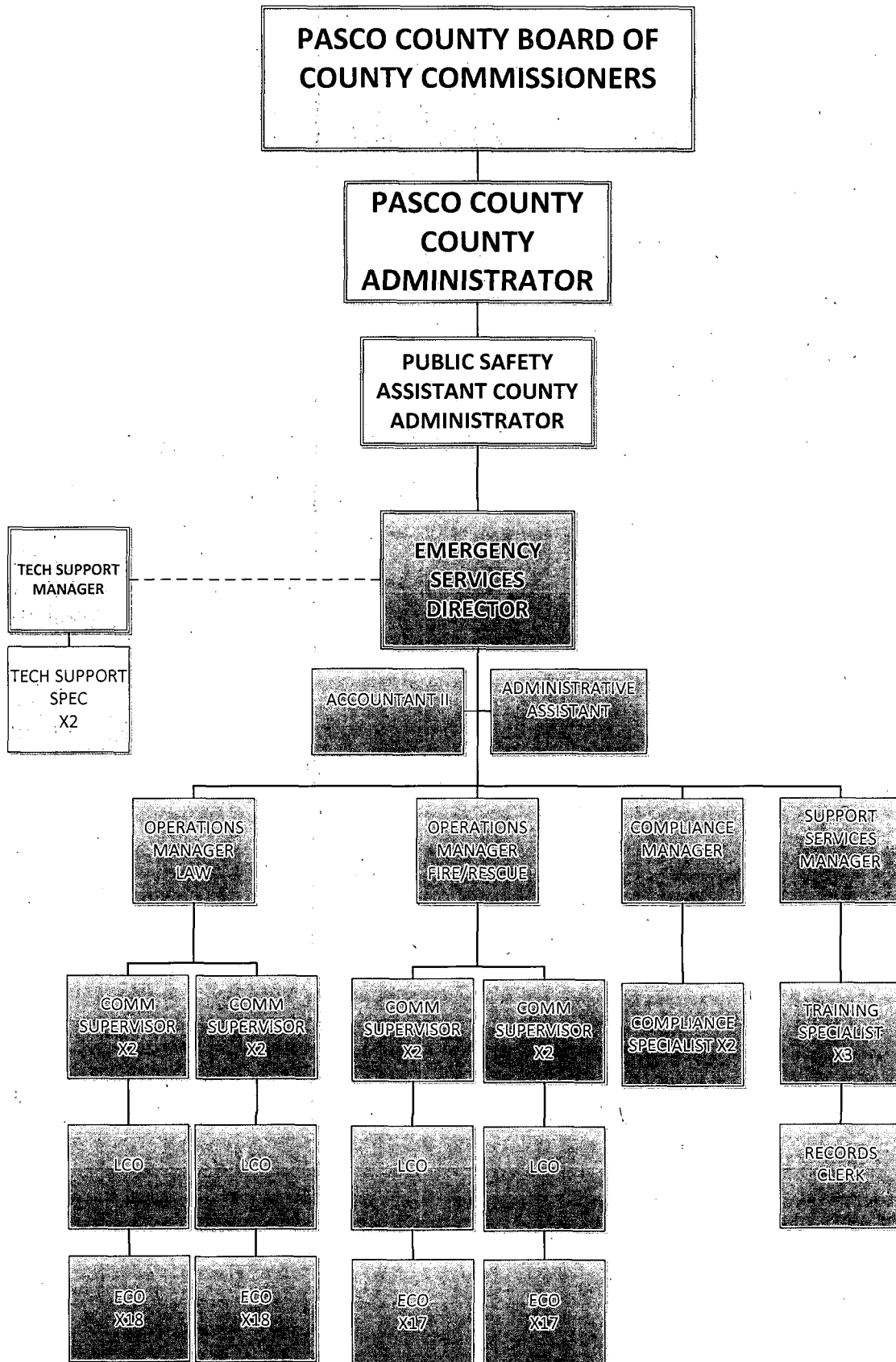
JUN 20 2017

PASCO COUNTY
BCC

IN WITNESS WHEREOF, the PASCO COUNTY SHERIFF'S OFFICE has hereunto set its hand and seal this 19th day of June 2017.

FOR PASCO COUNTY SHERIFF'S OFFICE:

Chris Nocero
CHRIS NOCERO, SHERIFF



ORDINANCE NO. 1455-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A 12 MONTH MORATORIUM ON RECEIVING AND PROCESSING PLANS / PERMIT APPLICATIONS FOR RECREATIONAL VEHICLE STORAGE, MATERIAL LAYDOWN AREAS AND INDOOR STORAGE FACILITIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Zephyrhills, Florida (the “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City has an industrial corridor with land available for industry and the creation of local jobs. Economic impact is provided when industry with buildings are constructed to provide ad valorem revenue to the City of Zephyrhills and generally require a smaller amount of City services; and

WHEREAS, the City is receiving applications for a variety of storage uses with no permanent structures; thereby creating limited ad valorem / jobs and reducing the potential economic impacts on said undeveloped properties in the City. The City’s Comprehensive Plan Economic Development Element encourages manufacturing / industry and job creation; and

WHEREAS, the City is also receiving applications for indoor storage facilities that also create little / few jobs and the City has realized other governmental entities establishing standards to require indoor storage facilities required to be included as part of a mixed used development / offset from public right-of-ways; and

WHEREAS, the City Council desires to establish a moratorium for a period of 12 months so that a study can be completed to determine the effects these types of uses would have on adjacent land uses in the City; the fiscal impacts and if additional standards are warranted;

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that the temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the City the time reasonably necessary to investigate the impacts / development standards necessary for recreational vehicle storage, material laydown areas and indoor storage facilities, and if necessary, to promulgate reasonable regulations relating to such uses; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance is in the best interest of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 2. Legislative Findings of Fact.

The foregoing whereas clauses are hereby adopted as legislative findings of the City Council of the City of Zephyrhills and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 3. Temporary Moratorium

Beginning on the effective date of this ordinance and continuing through February 27, 2024, or sooner if provided pursuant to Section 4 of this ordinance, a moratorium is hereby imposed on the submittal of plans / permits for recreational vehicle storage, material laydown areas and indoor storage facilities.

Section 4. Expiration of the Temporary Moratorium.

The temporary moratorium imposed by Section 4 of this ordinance expires as of the earliest of the follow occurrences:

- a. February 27, 2024; or
- b. A date before February 27, 2024, if provided by Ordinance of the City Council of the City of Zephyrhills, Florida.

Section 5. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 6. Penalties.

Any and all violation of the Ordinance shall constitute a separate Class VI offense as set forth in the Uniform Fine and Citation Schedule as adopted by the Sixth Judicial Circuit, and shall be prosecuted as provided in Section 162.21, Florida Statutes. Each violation and each day constituting a violation shall be fined and prosecuted as a separate offense.

Section 7. Severability.

It is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall be construed as not having continued the said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 8. Inclusion into the Code.

It is the intent of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills code, and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 9. Effective Date.

This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1455-23 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13^h day of February, 2023.

Attest: _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1455-23 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of February, 2023.

Attest: _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1455-23 was approved by me this 27th day of February, 2023.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

**PROFESSIONAL SERVICES CONTRACT
CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS**

THIS PROFESSIONAL SERVICES CONTRACT – CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS (the “Contract”), made this 14th day of November 2022, between CITY OF ZEPHYRHILLS a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as “CITY” or “Owner”), and G-A-I CONSULTANTS, INC., a Pennsylvania corporation authorized to do business in the State of Florida, having its principal office at 618 E. South Street, Suite 700, Orlando, Florida 32801 (hereinafter referred to as “Consultant”).

WHEREAS, CITY desires to obtain services as stated in the Request for Qualifications #35-22-05 incorporated herein by reference from Consultant for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFQ# 35-22-05 to find qualified professionals to fulfill the need for these services. Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the total construction cost of each individual project shall not exceed \$2,000,000.00; and the cost for studies shall not exceed \$200,000.00. Although the primary professional service sought by the contract is for engineering services, this Contract may cover other professional services if Consultant possesses the professional licensing and registration to legally perform these services. Further, Consultant may hire others who are properly licensed to perform professional services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2) three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Consultant for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Consultant is available to provide professional services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of the Consultants Competitive Negotiations Act, in the selection of Consultant and negotiations for this Contract; and

NOW, THEREFORE, CITY and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Qualification and Response.** Request for Qualifications (RFQ) 35-22-05 is incorporated into this Contract by reference. Consultant's response to the RFQ is attached hereto and incorporated herein as

Exhibit A. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this Contract, second looking to the Consultants response and third looking to the RFQ.

3. **Scope of Services.**

- (a) Consultant agrees to furnish and perform professional services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with generally accepted professional standards to achieve a total consultant cost to CITY which does not exceed the Project Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Consultant under this Contract, to the satisfaction of CITY, shall be identified in Task Assignment. Consultant agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates for Basic and Additional Services is found in Exhibit B – Hourly Rate Schedule. No Additional Services shall be furnished by Consultant unless specifically requested and authorized by CITY.
- (b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.

4. **Project Construction Budget.** Consultant shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Consultant acknowledges that the Project Construction Budget is of the essence of this Contract and Consultant agrees to perform, in accordance with generally accepted professional standards.

- (a) Although CITY looks to Consultant for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Consultant shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.
- (b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects. The total Project Construction Budget consists of site development, building shell and interiors, site improvements, and any items of furniture and equipment that are included in construction of Continuing Service Projects.

5. **Time of Completion.** Consultant shall commence Basic Services upon receipt of

the Notice to Proceed and a purchase order issued by CITY. Consultant shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Consultant shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Consultant, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Consultant, the CITY will not compensate Consultant for the delay caused by Consultant; however, the cost associated with that portion of any such delay not caused by Consultant shall be compensated as an Additional Service.

6. **Fees.** CITY agrees to pay to Consultant for Basic Services, based upon Exhibit B – Hourly Rate Schedule, Consultant will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Consultant under this Contract for said services if the actual cost of construction or work to be designed by Consultant exceeds the proposal or budget.
 - (a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.
 - (b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.
 - (c) The responsibility of Consultant for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Consultant agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.
 - (d) Consultant's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B – Hourly Rate Schedule. If any additional services are rendered or furnished by professional consultants engaged by Consultant, and such additional services consist of normal services for which Consultant would be entitled to an additional fee if it had furnished the services, then CITY shall reimburse Consultant for such actual reasonable amounts paid by Consultant to such consultants for such additional services, and Consultant shall not be entitled to any

additional fee or compensation.

- (e) Additional services which require no work on the part of Consultant, other than administering the work of a consultant, that is, securing the services, approving the work, and invoicing on behalf of the consultant, the Consultant may request five percent (5%) markup on the consultant's fee to cover its administrative costs.
 - (f) Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
 - (g) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.
7. **Ownership of Documents.** Consultant shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product").
- (a) Consultant shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Consultant, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Consultant's services, Consultant shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Consultant shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Consultant.
 - (b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right

of reproduction, with respect to such work. Consultant shall assign to City, all rights without limitation, including the copyright with respect to such work. The Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

8. Reuse/Repeated Design.

- (a) A specific project, as designed by Consultant under this Contract, may be reused or repeated by CITY, at CITY's option or discretion at any time or times, and in connection therewith Consultant agrees to make available to CITY all plans, specifications, designs, drawings, notes, and other documents prepared by Consultant under this Contract.
- (b) Future Services. Upon any reuse, it is anticipated that additional Consulting services will be required, which will include, but not be limited to, site adaptation, redesign necessitated by changes in applicable codes or laws, and services required during the construction document, bidding, and construction phases of such project. CITY agrees that it will attempt, in good faith, to negotiate with Consultant (assuming that Consultant remains in existence as the same entity that has entered into this Contract) for a contract to perform such services. There shall be no obligation on either CITY or Consultant to enter such an agreement for future work in the event of a reuse or repeat, and CITY shall be free, in its sole discretion, to enter an agreement for such work with another party.

9. Insurance.

- (a) Consultant shall, through the performance of its services pursuant to this Contract, maintain and provide to CITY within 10 days after the date of this Contract a certificate of insurance proving it has the following described insurance coverage's:
 - 1. Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Agreement), for protection from negligent acts, errors, and omissions of Consultant from or in connection with the performance of Consultants services. Consultant must maintain a comprehensive liability policy, including errors and omissions coverage, issued to Consultant as the insured. Said policy shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of Consultant in a minimum amount of \$2,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A-" or higher and (2) a financial size category rating of Class IV or higher.

If Consultant maintains "claims-made" policies, Consultant shall obtain and pay for a reporting endorsement or "tail" coverage that shall extend coverage for a period of four (4) years after the termination of this Agreement or any extension thereof.

2. Commercial general liability insurance (including broad form contractual coverage), with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 per annual aggregate (per policy year) liability for protection from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Consultant's services hereunder or from or out of any act or omission of Consultant, its sub consultants, and their officers, directors, agents, and employees.
 3. Automobile liability insurance with minimum limits of \$2,000,000.00 per accident bodily injury and property damage.
 4. Workers' compensation insurance as required by applicable Florida law, or employer's liability insurance with respect to any employee not covered by workers' compensation with minimum limits of \$2,000,000.00 per accident.
- (b) All such insurance required in paragraph (a) shall be with companies and on forms acceptable to CITY, shall name CITY, and its agents, employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.
- (c) Consultant shall indemnify and hold CITY, its employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including attorneys' fees) to the extent caused by any negligent act or omission of Consultant, its sub consultants, and their officers, directors, agents, or employees, any failure of Consultant to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Consultant's representations as set forth in this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- (d) Consultant will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Consultant within Seven (7) days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Consultant, and (3) a certificate of the

insurer addressed to CITY evidencing the existence of such insurance coverage. Consultant will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Consultant will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Consultant for all times subsequent to the date of this Contract.

10. **Representations.** Consultant hereby represents to CITY that:

- (a) It has the experience and skill to perform the services required to be performed by this Contract.
- (b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Consultant to remove, and Consultant shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.
- (c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.
- (d) It shall perform said services in accordance with generally accepted professional standards in an expeditious and economical manner.
- (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
- (f) The designs, plans, drawings, specifications, or other work product of Consultant shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.

11. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum three (3) copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this Contract, at its own expense. The copies shall be furnished

as they are prepared and completed by Consultant, and if CITY requires additional copies, Consultant shall promptly furnish the copies to CITY at a reasonable cost for the reproduction.

12. **Expense Records.** Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Consultant agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Consultant, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.
13. **Termination, Suspension, Disputes, or Abandonment.** Either party may terminate this Contract for failure of the other party to substantially perform this Contract. CITY shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant.
 - (a) If Continuing Service Projects are abandoned or suspended by CITY, CITY shall pay Consultant all fees which have become due and payable to Consultant for that portion of the work of Consultant completed prior to such abandonment or suspension, and CITY shall have no further obligation to Consultant for payment to Consultant of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Consultant, at the option of CITY, shall complete the services of Consultant under this Contract upon resumption by CITY of Continuing Service Projects, and Consultant shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Consultant under this Contract unless and until Consultant has attained and completed that stage of work where the same would be due and payable. If Continuing Service Projects are resumed by CITY within 365 days after it was abandoned or suspended, the fees and compensation payable by CITY to Consultant for the work of Consultant hereunder subsequent to such resumption shall be the amounts provided in Exhibit B – Hourly Rate Schedule, not previously paid by CITY to Consultant. If Continuing Services Projects are resumed by CITY subsequent to 365 days after its abandonment or suspension, the unpaid balance of the fees and compensation payable by CITY to Consultant pursuant to the provisions of Exhibit B – Hourly Rate Schedule shall be adjusted upward or downward in direct ratio to any increase or decrease in the cost of living in the United States of America, between the date of such abandonment or suspension of Continuing Service Projects and

the date of such resumption thereof, as reflected by the Consumer Price Index for all items prepared and kept by the U.S. Department of Labor.

- (b) In the event of any such suspension or termination without cause, CITY shall pay to Consultant only that portion of the fee and compensation hereunder for the Basic Services of Consultant which has become due and payable to Consultant under the provisions of this Contract, and the remainder of Consultant's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by CONSULTANT as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Consultant to the contrary, Consultant shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Consultant shall perform its remaining services in accordance with the terms of this Contract and Consultant shall be entitled to time extension equal to the period of suspension.
14. **Assignability.** This Contract is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Consultant, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.
15. **Errors and/or Omissions.** Consultant shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) ~~any and all~~ negligent errors and/or omissions made by Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the project's Scope of Services for Consultant, and (2) negligent acts or omissions on the part of Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services for Consultant. It is the intent of the parties hereto that Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Consultant under this Agreement. CITY will hold Consultant harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.
16. **Subconsultants/Separate Consultants.**
- (a) Any proposed sub consultants shall be submitted to CITY for approval prior to Consultant entering into a subconsultant agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Consultant in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

- (b) Consultant shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by Consultant or its subconsultants, and Consultant shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to CITY. Consultant shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, or specifications incorporating such corrections and revisions at its sole cost and expense.
 - (c) Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward Consultant all the obligations which Consultant by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Contract.
 - (d) Consultant shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Consultant shall accept any assignment of any agreement or contract CITY may have with any separate consultant.
17. **Key Employees.** CITY has relied upon and hired Consultant because of the involvement of certain individuals employed by Consultant identified in Exhibit A, and Consultant agrees that the persons (Key Employees) listed in Exhibit A shall be assigned to Continuing Service Projects. Consultant shall not remove any Key Employee from Continuing Service Projects absent prior written consent of CITY for any reason other than termination of employment.
18. **Governing Law.** This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Consultant arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

19. **Consultant's Competitive Negotiation Act.**

- (a) If the total fee paid to Consultant exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR, the following provisions of the Consultant's Competitive Negotiation Act, Section 287.055(5)(a), Florida Statutes, shall apply:

1. Consultant shall execute and furnish to CITY a "Truth-in-Negotiation Certificate" (Exhibit F, Attachment 5) stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing each Task Assignment.
2. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.

20. **Entire Agreement.** This Contract, its attachments and the RFQ documents incorporated by reference represents the entire and integrated agreement between CITY and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both CITY and Consultant.

21. **Evaluation.** Consultant will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Consultant's past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to Consultant upon request.

22. **PUBLIC RECORDS. IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

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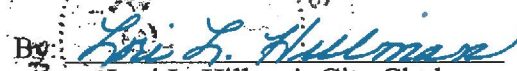
IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

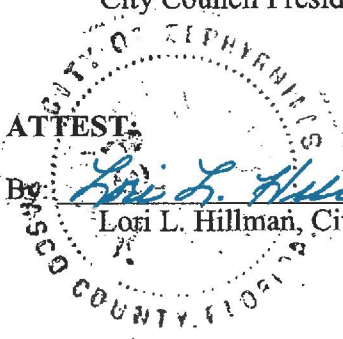
OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: 
Jodi Wilkeson
City Council President

ATTEST:

By: 
Lori L. Hillman, City Clerk

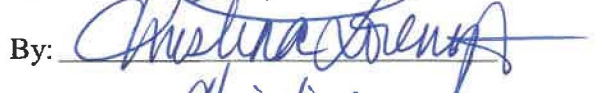


CONSULTANT

G-A-I CONSULTANTS, INC.

By: 
Name: Peter C. Sechler
Its: Vice President

ATTEST:

By: 
Print Name: Christina
Title: Administrative Specialist

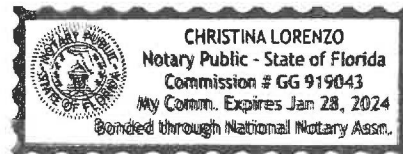


Exhibit A



STATEMENT OF QUALIFICATIONS | RFQ NO. 35-22-05

PROFESSIONAL SERVICES-CRA, PLANNING AND PUBLIC WORKS

CITY OF ZEPHYRHILLS, FLORIDA

Friday, October 07, 2022 | 11:00 AM

Submitted By:



Contact:

Pete Sechler, PLA/AICP/ASLA • Vice President/Principal-in-Charge
P.Sechler@gaiconsultants.com • 321.319.3126

Section 4 .1

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gai consultants

**COMMUNITY
SOLUTIONS
GROUP**

PROFESSIONAL SERVICES-CRA, PLANNING AND PUBLIC WORKS

CITY OF ZEPHYRHILLS, FLORIDA

October 07, 2022

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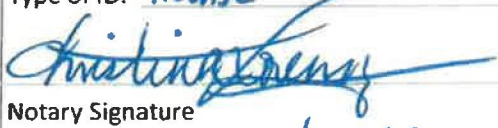
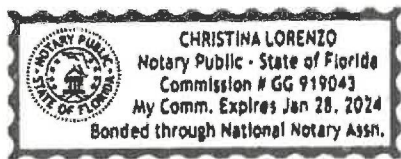
Section 4.2-4.3

RFQ Forms and Cover Sheet



gai consultants®

**COMMUNITY
SOLUTIONS
GROUP**

SUBMIT RESPONSE TO:				REQUEST FOR QUALIFICATIONS	
CITY OF ZEPHYRHILLS VIA: BIDNETDIRECT.COM CUST NUMBER: 800-835-4603 BETWEEN 8 A.M-8 P.M.		AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT FEDERAL IDENTIFICATION NUMBER		Response Acknowledgement #85-8012740166C-4 #59-6000455	
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us					
PROPOSAL DOCUMENTS MAY BE OBTAINED AT BIDNETDIRECT.COM 5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department					
PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE		PROPOSAL RESPONSES OPENING DATE/TIME	
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works		SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.	
PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None DATE: NONE SCHEDULED TIME:				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS: G-A-I Consultants, Inc. 618 E. South Street, Suite 700 Orlando, Florida 32801				If returning as a "NO" state reason:	
TELEPHONE NUMBER: (407) 423-8398					
EMAIL ADDRESS: P.Sechler@gaiconsultants.com / L.Smith@gaiconsultants.com					
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: GAI Federal ID No. 25-126099	
					
				AUTHORIZED SIGNATURE	
				Peter C. Sechler, PLA/AICP/MBA, Vice President, Director Community Solutions Group	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this <u>26</u> day of <u>September</u> , 2022 Personally known: ☒ Or produced identification: ☐ Type of ID: <u>license</u>				AFFIX NOTARY STAMP BELOW	
					
Notary Signature _____ State <u>Florida</u>					
My commission expires: <u>Jan. 28, 2024</u>					
BONDS					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

**City of Zephyrhills
RFQ Response Form**

PROJECT IDENTIFICATION NUMBER: 35-22-05

PROJECT NAME: Professional Services-CRA, Planning and Public Works

RFQ DEADLINE: September 30, 2022 before 11:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualification is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: GAI Federal ID No. 25-126099

Required Documents:

- | | |
|---|---|
| ☐ Cover Page, Pg 1 | ☐ RFQ Response Form, Pg 3 |
| ☐ Applicant Firm Sheet, Pg 27 | ☐ RFQ Table of Contents, Pg 28 |
| ☐ SubConsultant/Contractor, Pg 29 | ☐ References, Pg 30 |
| ☐ Public Entity Crimes, Pg 33 | ☐ Error & Omissions, Pg 38 |
| ☐ Addenda Receipt Acknowledgement. Pg 35 | ☐ Debarment, Pg 39 |
| ☐ E-Verify, Pg 37 | ☐ RFQ Acceptance, Pg 40 |
| ☐ References-Pg 30 | ☐ Business Tax Receipt and Licenses, etc |
| ☐ Non Collusive, Pg 36 | ☐ Drug Free Workplace, Pg 31 |
| ☐ Resumes & Organization Chart, Pg 23 | |

FIRM NAME: G-A-I Consultants, Inc.

SUBMITTER'S NAME/TITLE: Peter C. Sechler, PLA/AICP/MBA, Vice President, Director Community Solutions Group

ADDRESS: 618 E. South Street, Suite 700, Orlando, Florida 32801

TELEPHONE NUMBER (407) 423-8398 **FAX** (407) 843-1070

EMAIL ADDRESS P.Sechler@gaiconsultants.com / L.Smith@gaiconsultants.com

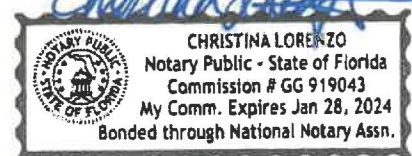
Firm Representative Signature:



Date



Notary or Corporate



PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS – 35-22-05**APPLICANT FIRM**Project Title: **PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS**APPLICANT FIRM NAME: G-A-I Consultants, Inc.ADDRESS: 618 E. South Street, Suite 700, Orlando, FL 32801TELEPHONE NUMBER: (407) 423-8398FAX NUMBER: (407) 843-1070CONTACT PERSON/TITLE: Peter C. Sechler, PLA/AICP/MBA, Vice President,
Director Community Solutions GroupEMAIL ADDRESS: P.Sechler@gaiconsultants.comALT CONTACT PERSON/TITLE: Laura Smith, Manager, Urban AnalyticsEMAIL ADDRESS: L.Smith@gaiconsultants.comFEDERAL TAX ID NUMBER: GAI Federal ID No. 25-126099Type Ownership: CorporationSubmittal for Parent Company Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Pete Sechler, Vice PresidentFrank Bellomo, Vice President**Present Offices: City/State/Number of personnel for each:**

Austin, TX (26); Bridgeport, WV (17); Canton, OH (11); Charleston WV (22); Chicago (Lisle), IL (15);
Cranberry Township, PA (56); DuBoise, PA (14); Fort Wayne, IN (16); Greenbay (DePere), WI (15);
Fishers (Indianapolis), IN (18); Jackson, MI (6); Jacksonville, FL (69); Kansas City (Overland Park),
KS (10); Louisville, KY (5); Northern Kentucky (Florence), KY (14); **Orlando, FL (128)**; Palm Beach
Gardens, FL (2); Pittsburgh (Homestead), PA (23); Richmond (Glen Allen), VA (26); Southpointe
(Canonsburg), PA (25); Tampa, FL (7); Vevay, IN (1) Warrenton VA (3) **TOTAL: 753**

Subconsultant

Firm Name and Address

Wannemacher Jensen Architects, Inc.
WJCreate

Services to be Provided

Architecture
Construction/Construction Management

132 Mirror Lake Dr N 3rd Floor
St. Petersburg, FL 33701
727-822-5566 | wjarc.com | AR94244 |
CGC1522870
FEIN: 59-3150693



GAI Consultants, Inc. - Bank Reference

Bank Reference: Citizens Bank

Address: 525 William Penn Place 153-2910, Pittsburgh, PA 15219-1729

Contact: Tony McCartney

Phone: (412) 867-2759

GAI Consultants has never failed to complete work awarded

Bonding Company

Nielson, Wojtowicz, Neu & Associates

A Nielson Hoover Group Company

Florida Surety Bonds – Performance Bond, Construction, Payment Bond and Insurance Company

Address: 1000 Central Avenue, Suite 200, St. Petersburg, FL 33705

Contact: Devin Phillips, Surety Bond Specialist

Email: dphillips@nielsonbonds.com

Phone (Direct): 727.209.1804

Phone (Main): 727.209.1803 Ext. 1804

Cell: 813.468.7727

Fax: 727.209.1335



REFERENCES

- 1 Company Name:** GAI'S COMMUNITY SOLUTIONS GROUP
Project Title: **Austin-Tindall Sports Complex Economic and Fiscal Impact Analysis**
Project Location: Osceola County, Florida
Project Description: GAI's Community Solutions Group was retained by Osceola County, Florida, to serve as consultant for the preparation of an economic and fiscal impact analysis associated with the expansion of Austin-Tindall Park, one of central Florida's largest multi-purpose sports complexes. **Services Included:** Economics + Strategy; Fiscal + Economic Impact; Funding, Revenue + Financial Modeling; and Redevelopment + Special Area Strategic Planning
Project Start: March 2022
Project Completion: April 2022
Owner Name: Osceola County, Florida
Contact: Darren Gray, Deputy County Manager
Owner Address: 1 Courthouse Square, Kissimmee FL 34741
Phone Number: 407.742.0336
Email: darren.gray@osceola.org
Project Amount: \$33,000; On Budget
- 2 Company Name:** GAI'S COMMUNITY SOLUTIONS GROUP
Project Title: **High Springs CRA Strategic Planning**
Project Location: High Springs, Florida
Project Description: GAI's Community Solutions Group was retained by the City of High Springs Community Redevelopment Agency to serve as the consultant in assisting with a strategic update to the CRA's Community Redevelopment Plan. This plan included community visioning level work to explore opportunities of shared interest; descriptions of opportunities with written mission statements, planning diagrams and visual imagery; and then developed an implementation plan that identifies key initiatives, assigns priority and benchmarks order-of-magnitude budgets to update the CRA Plan. **Services included:** Economics + Strategy; Funding, CRA Strategic Planning; Market Analysis Economics + Strategy; Funding, Revenue + Financial Modeling; CRA Strategic Planning; Market Analysis
Project Start: March 2021
Project Completion: August 2021
Owner Name: City of High Springs, Florida
Contact: David Sutton, Community Redevelopment Agency Coordinator
Owner Address: City of High Springs CRA, 23666 NW 185th Road, High Springs, FL 32643
Phone Number: 386.454.6225
Email: dsutton@highsprings.us
Project Amount: \$60,000; On Budget
- 3 Company Name:** GAI CONSULTANTS, INC.
Project Title: **Neptune Road Widening**
Project Location: Osceola County, Florida
Project Description: GAI provided design and engineering services to Osceola County, Florida for the widening of Neptune Road from Partin Settlement Road to US 192.
Project Start: 2019
Project Completion: 2022
Owner Name: Osceola County, Florida
Contact: Steven Kane
Owner Address: 1 Courthouse Sq, Kissimmee, FL 34741
Phone Number: 407.742.0660
Email: steven.kane@osceola.org
Project Amount: \$4.5M (Design Fee); \$68M Construction; On Budget
- 4 Company Name:** GAI CONSULTANTS, INC.
Project Title: **S.R. 50 From 429 to Good Homes Road**
Project Location: Ocoee, Florida
Project Description: GAI provided CEI services for the City of Ocoee's SR 50 landscaping LAP project from SR 429 to Good Homes Road.
Project Start: March 2020
Project Completion: July 2020
Owner Name: City of Ocoee, Florida
Contact: Ginger Corliss, AICP, CPRP
Owner Address: 150 N Lakeshore Dr., Ocoee, FL 34761-2258
Phone Number: 407.608.0401
Email: vcorless@ocoe.org
- 5 Company Name:** GAI'S COMMUNITY SOLUTIONS GROUP
Project Title: **Wolf Branch Innovation District Master Plan**
Project Location: Mount Dora, Florida
Project Description: GAI's community solutions group prepared a master plan and design guidelines for the Wolf Branch Innovation District (WBID) in Lake County.
Project Start: 2019
Project Completion: 2021
Owner Name: City of Mount Dora, Florida
Contact: Vince Sandersfeld, Planning Director
Owner Address: 510 N Baker St., Mount Dora, FL 32757
Phone Number: 352.735.7112
Email: sandersfeldv@cityofmounddora.com
Project Amount: \$108,000; On Budget

REFERENCES

6 Company Name: GAI'S COMMUNITY SOLUTIONS GROUP

Project Title: Heroes Community Park

Project Location: Orlando, Florida

Project Description: GAI and Wharton Smith Construction were retained as a design-build team to create a new park within the Lake Nona neighborhood of Laureate Park.

Project Start: 2017

Project Completion: 2019

Owner Name: City of Orlando, Florida

Contact: Denise J. Riccio, RLA, FPR, Planner and Grants Manager

Owner Address: 400 S Orange Ave, Orlando, Florida 32801

Phone Number: 407.246.4249

Email: denise.riccio@cityoforlando.net

Project Amount: \$3M; On Budget

Corridor Master Plan guides these new growth patterns that provide greater access to employment, housing, and commercial amenities for area residents in a manner that preserves natural habitat, mitigates for traffic congestion, establishes efficient land use patterns, encourages health and wellness, and facilitates a livable and sustainable community.

Project Start: 2019

Project Completion: 2021

Owner Name: Nassau County, Florida

Contact: Thad Crowe, AICP, Planning Director

Owner Address: 96161 Nassau Place, Yulee, FL 32097

Phone Number: 904.530.6300

Email: tcrowe@nassaucountyfl.com

Project Amount: \$295,000; On Budget

7 Company Name: GAI'S COMMUNITY SOLUTIONS GROUP

Project Title: Rolling Hills Community Park Design and Implementation

Project Location: Seminole County, Florida

Project Description: Rolling Hills Park is a unique parcel of property in the heart of Seminole County. The park, a former golf course, offers over 103 acres of land that stretches out into the community in a linear fashion. GAI's Community Solutions Group (CSG), working with the County Staff designed a one of a kind park. The master plan illustrates how the County can develop this existing under-utilized non-functioning golf course into a world class park to serve the surrounding neighborhood as well as all of Seminole County. A major component of the design is the four miles of trail and the associated trail heads that will connect to the overall County trail system. This multi-use-trail is integrated with smaller neighborhood walks and gathering spaces.

Project Start: 2020

Project Completion: Ongoing

Owner Name: Seminole County, Florida

Contact: Richard E. Durr, Jr., CPRP, PLA, AICP, Director of Leisure Services

Owner Address: 100 East First Street – 4th Floor, Sanford, FL 32771

Phone Number: 407.665.2001

Email: rdurr@seminolecountyfl.gov

Project Amount: \$550,000 Fee, \$4.1M Phase 1 Construction

9 Company Name: Wannemacher Jensen Architects, Inc.

Project Title: City of Clearwater Continuing Contract

Project Location: Clearwater, Florida

Project Description: This contract was to supply the City with full-service architectural planning, design as well as full project management services. Numerous projects have been completed over the years.

Project Start: 2000

Project Completion: Ongoing

Owner Name: City of Clearwater, Florida

Contact: Art Kader, Recreation Director

Phone Number: 727.562.4800

Email: tcrowe@nassaucountyfl.com

Project Amount: \$varies; On Budget

10 Company Name: Wannemacher Jensen Architects, Inc.

Project Title: Fossil Park

Project Location: St. Petersburg, Florida

Project Description: Fire Station #7 is a 9,270 sf, 3-bay apparatus, drive-through fire station designed with a priority on efficiency and ease-of-use throughout the building to ensure the crew would be optimally positioned to serve the community at all times. The single-story fire station has an incredibly efficient and simplified open floor plan, eliminating unnecessary corridors and providing immediate access to the apparatus bay from any space within the building. All eight dorm/sleeping rooms & three of five single use bathrooms are connected to a single hallway with direct access to the apparatus bay. The day room, kitchen and dining rooms also have direct access to the bay and were designed to serve double duty individual and large group training areas to maximize efficiency and eliminate unneeded space.

Project Start: 2016

Project Completion: 2018

Owner Name: City of St. Petersburg, Florida

Contact: Robert Bassett, Assistant Fire Chief

Phone Number: 727.893.7275

Email: robert.bassett@stpete.org

Project Amount: \$2.7M; On Budget

8 Company Name: GAI'S COMMUNITY SOLUTIONS GROUP

Project Title: SR200/A1A Corridor Master Plan

Project Location: Nassau County, Florida

Project Description: GAI led Nassau County through a two-year intensive planning effort to re-imagine the main corridor connecting one of the fastest growing communities in the state. Most of this growth will happen along the SR200/A1A Corridor where a burgeoning suburban strip development pattern has taken root over the last three decades. The

GAI has the personnel and experience to quickly and efficiently provide the Zephyrhills with specific types of work or services as requested by the City. The following projects have a direct correlation to the services requested for this Continuing Services Contract. Detailed project descriptions are included for **10 recent projects** in section 5.8.1 response.



Neptune Road Widening |
OSCEOLA COUNTY, FLORIDA



SR 50 From SR 429 to Good Homes Road |
OCOE, FLORIDA



OBT NEXT | ORLANDO, FLORIDA



Packing District Complete Streets |
ORLANDO, FLORIDA



Riverplace Boulevard Complete Street Improvements |
JACKSONVILLE, FLORIDA



Bartow City-Wide Master Plan |
BARTOW, FLORIDA



FDOT D5 Continuing Services Contract for Roadway Design |
MULTIPLE COUNTIES, FLORIDA



Inverness Streetscape Improvements |
INVERNESS, FLORIDA



Cleveland Street Phases 2, and 3 Complete Street |
CLEARWATER, FLORIDA



Lake Lorna Doone Park |
ORLANDO, FLORIDA



New York Avenue Streetscape |
WINTER PARK, FLORIDA



Eustis Downtown Redevelopment |
EUSTIS, FLORIDA



SR 600/US 92 Pedestrian Improvements Design-Build |
DAYTONA BEACH, FLORIDA



Victory Pointe Park |
CLERMONT, FLORIDA



South Main Street Lane Reduction and Complete Street |
GAINESVILLE, FLORIDA



Heroes Community Park |
ORLANDO, FLORIDA



Cloud Branch Drainage Improvements |
SANFORD, FLORIDA



Independence Lane Streetscape |
MAITLAND, FLORIDA



Downtown and Waterfront Master Plan | CLERMONT, FLORIDA



East Tampa CRA Strategic Plan Update |
TAMPA, FLORIDA



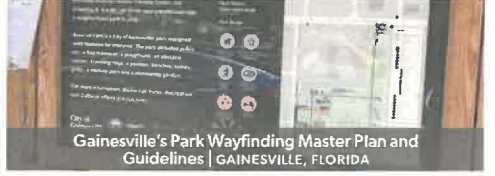
Eatonville CRA |
EATONVILLE, FLORIDA



Kennedy Blvd. Concept Plan and Municipal Complex Master Plan | EATONVILLE, FLORIDA



2020 PARKS
BOND REFERENDUM
CITY OF CASSELBERRY
PASSED
THANK YOU FOR VOTING, CASSELBERRY!
PASADO
¡GRACIAS POR VOTAR, CASSELBERRY!
Casselberry Parks Go Bond Referendum |
CASSELBERRY, FLORIDA



Gainesville's Park Wayfinding Master Plan and Guidelines | GAINESVILLE, FLORIDA



Independence Square |
MAITLAND, FLORIDA



S.R. 200-A1A Corridor Master Plan | NASSAU COUNTY, FLORIDA



St. Cloud Citywide Master Plan | ST. CLOUD, FLORIDA

GAI Consultants, Inc.



GAI Consultants, Inc. - Professional Engineering Firm Qualifier



GAI Consultants, Inc. - Landscape Architecture Firm Qualifier



GAI Consultants, Inc. - Civil Engineering Lead for this Team

State of Florida Department of State

I certify from the records of this office that G-A-I CONSULTANTS, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on December 11, 1974.

The document number of this corporation is 833525.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 21, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of January,
2022*



Randy Be
Secretary of State

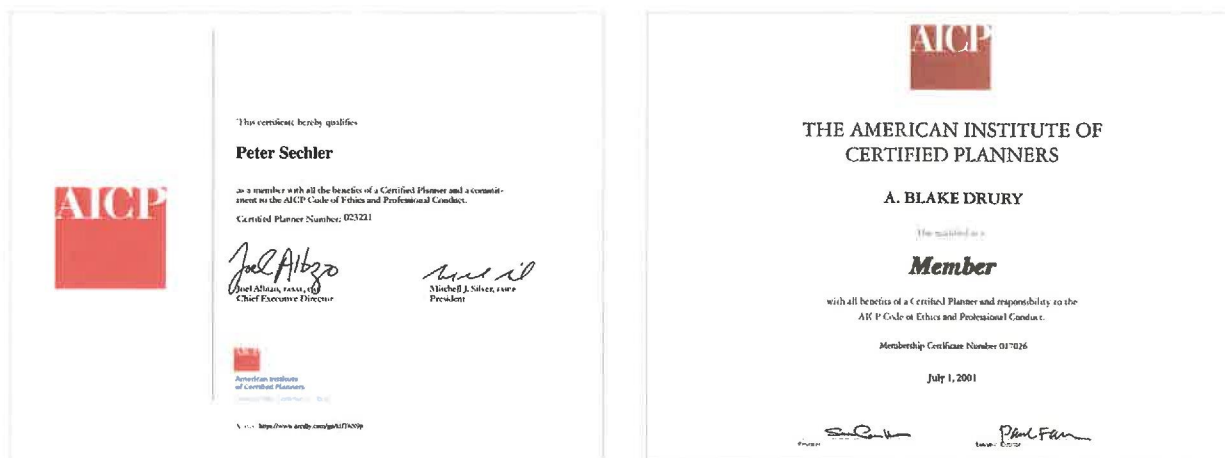
Tracking Number: 1728390080CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida - Corporate Certificate

GAI Consultants, Inc.

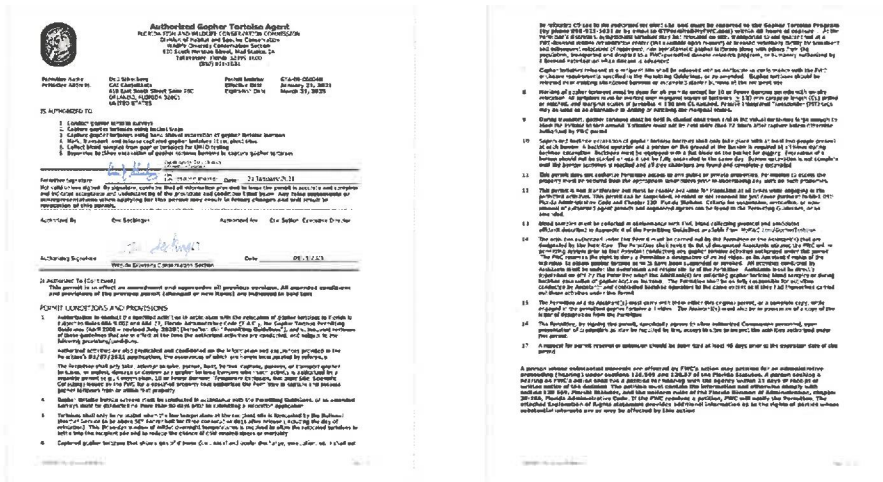


Certified Planner

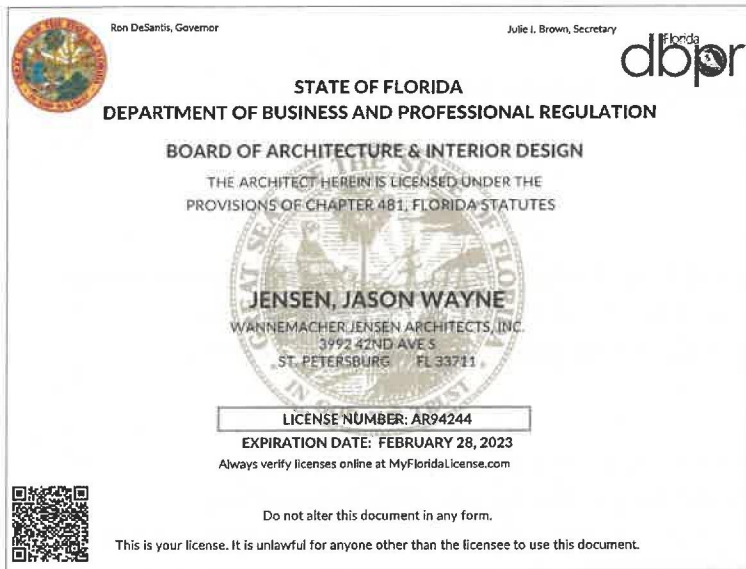
Certified Planner



Certified Park and Recreation Executive (CPRE), National Recreation and Park Association
 Florida CPTED (Crime Prevention Through Environmental Design) Practitioner (FCPTED), Florida Attorney General



Authorized Gopher Tortoise Agent



Jason Jensen, AIA, LEED AP
President WJA



Lindsay Evans, AIA
Principal / Project Manager



Jason Jensen, AIA, LEED AP
LEED Accredited Professional



John T Crum
President WJCreate

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that G-A-I Consultants, Inc. does:
 (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature



Date

PUR062.036
re 10/97

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1 This sworn statement is submitted to City of Zephyrhills, Florida
(print name of the public entity)
- by Peter C. Sechler, PLA/AICP/MBA, Vice President, Director Community Solutions Group
(print individual's name and title)
- for G-A-I consultants, Inc.
(print name of entity submitting sworn statement)
- whose business address is
- 618 E. South Street, Suite 700, Orlando, Florida 32801
- and (if applicable) its Federal Employer Identification Number (FEIN) is 25-126099
- (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 

- 2 I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5 I understand that a "person" as defined in Paragraph 287 133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



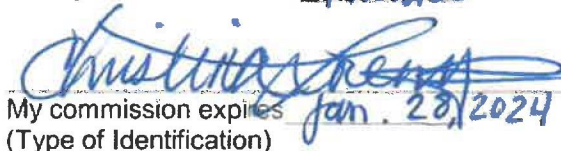
(Signature)

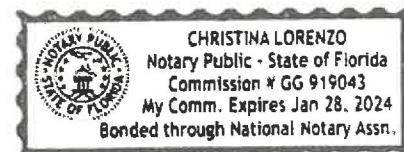
Sworn to and subscribed before me this 20th day of September, 2022.

Personally known ✓

Or Produced identification

Notary Public – State of Florida


My commission expires Jan. 28, 2024
(Type of Identification)



(Printed, Typed or stamped commissioned name of notary public)

Addenda Receipt Acknowledgment

35-22-05

Addendum # <u>1</u>	Date <u>September 16, 2022</u>	Initials <u>PCS</u>
Addendum # <u>2</u>	Date <u>September 27, 2022</u>	Initials <u>PCS</u>
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____

Firm Representative:



Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT**35-22-05**State of Florida
County of Orange

Peter C. Sechler

being first duly sworn, deposes and says that he/she is

Vice President, Director Community Solutions Group, the party making the fore-going submittal of qualifications or bid that such submittal (partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.



Officer

G-A-I Consultants, Inc. (Company Name)State of Florida
County of OrangeThe foregoing instrument was acknowledged before me this 26th day of September byPeter C. Sechler (name and title of corporate officer)of G-A-I Consultants, Inc. (Name of Corporation),a Orange County (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (Identification type) as identification.


(Signature line for notary public)

Christina Lorenzo

(Name of notary type, printed or stamped)

Administrative Specialist

(Title or rank)

My commission expires:

Jan. 28, 2024

Serial number, if any _____

E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: G-A-I Consultants, Inc.

Authorized Signature: 

Title: Vice President, Director Community Solutions Group

Date: 9/26/2022

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

Upon review of this Request for Qualification documents are you aware of any apparent errors or omissions?

☐ YES

☒ NO

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

Company/Firm: G-A-I Consultants, Inc.

Authorized Signature: 

Title: Vice President, Director Community Solutions Group

Date: 9/26/2012

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

35-22-05

PROFESSIONAL SERVICES-CITY WIDE For CRA, PLANNING AND PUBLIC WORKS

1. The prospective Vendor, Peter C. Sechler certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm: G-A-I Consultants, Inc.
Name of Company - Please Print

Signature: 
Authorized Company Representative

Name/Title: Vice President, Director Community Solutions Group

Address: 618 E. South Street, Suite 700, Orlando, Florida 32801

Date: 

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS.**



Authorized Signature

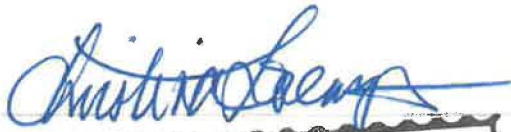


Date

Peter C. Sechler, PLA/AICP/MBA
Printed Name

G-A-I Consultants, Inc.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
26th day of September A.D. 2022



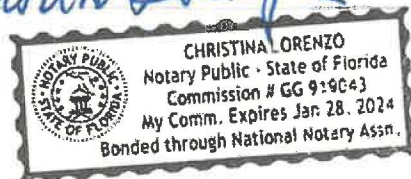
(Seal)

By:

Christina Lorenzo

Title:

Administrative Specialist



Section 4.4 Cover Letter



October 07, 2022



City of Zephyrhills
 BIDNETDIRECT.COM
 Attn: Karen Miller, Purchasing Agent

35-22-05

Professional Services-City Wide for CRA, Planning and Public Works

Dear Selection Committee Members:

The City of Zephyrhills Request for Qualifications – “Professional Services- CRA, Planning and Public Works” identifies many detailed services to be delivered, as needed, over the next several years. These services match the areas of professional expertise currently provided by GAI Consultants, Inc. (GAI). Our team of professionals welcomes the occasion to be a part of your continued planning, engineering, and design efforts.

GAI is a comprehensive engineering, design, and planning firm providing services to both public and private clients throughout Florida for more than 30 years. GAI is committed to developing communities that are authentic, sustainable, and practical. Our Orlando office location is convenient to Zephyrhills and allows us to be responsive to the City’s requirements and schedule.

Through our professional network, we have incorporated subconsultants with whom we have successfully collaborated with on a variety of endeavors. These subconsultants are subject matter experts who bring specialized skills that we believe to be highly beneficial to the City.

GAI has the unique ability to combine planning, landscape architecture, and economic analysis expertise with robust engineering design capabilities. Our in-house Community Solutions Group (CSG) is well versed in Low Impact Design (LID) practices and has become adept at integrating these elements into our engineering practice. CSG also includes a team of urban and economic analysts who are experienced in assessing economic and fiscal impacts, providing market analysis, and assembling economic development and redevelopment strategies.

We have a complete and thorough understanding of continuing service contracts as a vehicle for structuring and providing the wide variety of services that might be required by the City. In effect, we understand our role is to serve as an extension of staff, working as the City’s partner to address a variety of infrastructure needs as they arise. We also understand that there may be occasions when we will need to work closely with other advisors. We are comfortable with working with other consultants to bring the City the benefit of solutions developed through collaboration.

Our credentials are presented on the following pages and describe our experience and capabilities to perform the services described. We are eager to continue our long-established relationship with the City of Zephyrhills.

Sincerely,

GAI Consultants, Inc. | Community Solutions Group

Peter C. Sechler, PLA, ASLA
 Vice President / Principal-in-Charge

Section 5 Response Submittal



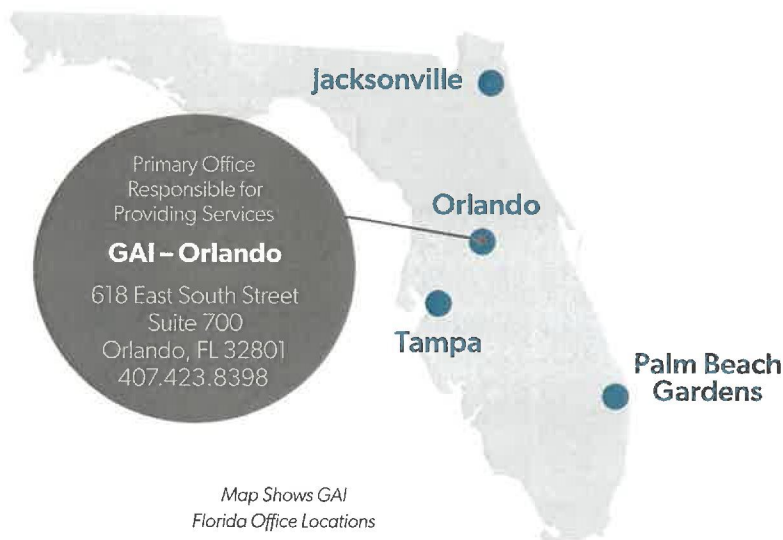
gai consultants

**COMMUNITY
SOLUTIONS
GROUP**

FIRM INFORMATION

Who We Are

GAI Consultants, Inc. (GAI) is an employee-owned engineering, environmental, and planning consulting firm. Through growth, acquisition, and much success, GAI has 700+ employees, serving our clients from 24 office locations throughout Florida and the United States. Our Orlando office—located less than 80 miles from the City of Zephyrhills—will serve as our main office through which all tasks be coordinated. Our offices are organized to mobilize staff and services seamlessly. **GAI has been in business for 64 years and has been practicing in Florida for 40 years.**



What We Do

We specialize in providing professional services as the prime consultant, drawing upon a unique blend of in-house experts and technicians, and utilizing specialty subconsultants as necessary to meet the project's individual work assignment requirements. From feasibility studies to concept design to final design/permitting—and through construction implementation—GAI's ability to meet your needs is second to none in Florida.



SERVICES

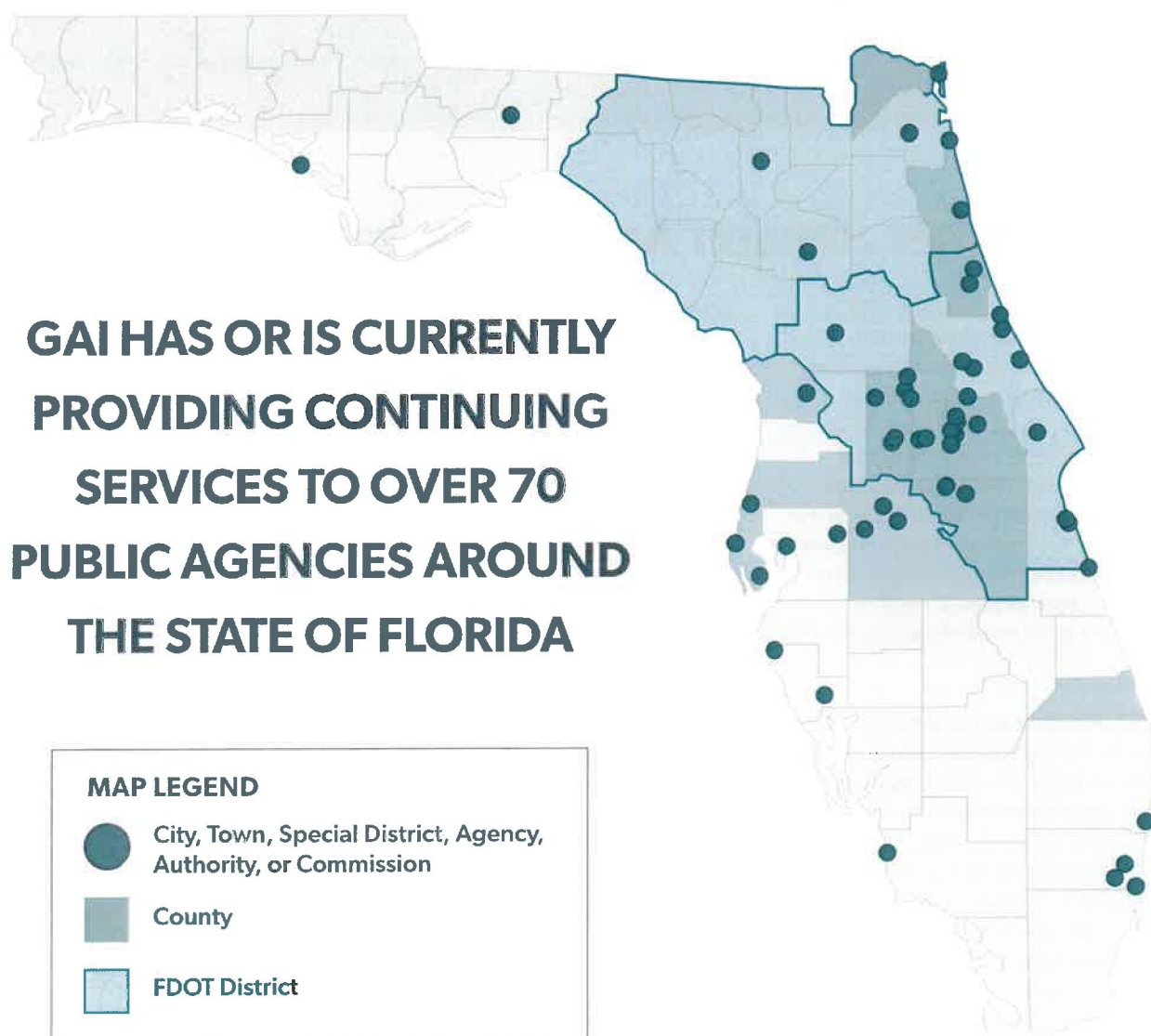
- Airport Planning, Design Engineering, and Construction Services
- Bridge and Structure Inspection and Design
- Civil Engineering
- Construction Inspection and Management
- Cultural Resources Management
- Economic Analyses and Strategies
- Electric Transmission Design and Siting
- Environmental Engineering
- Environmental Studies, Species Studies, Permitting
- Gas Pipeline Surveying and Mapping
- Geographic Information Systems
- Geotechnical Engineering and Geology
- Impoundment and Landfill Permitting and Design
- Land Development Engineering
- Landscape Architecture and Design
- Master Planning and Urban Design
- Mechanical, Electrical, Structural Engineering
- Natural Gas Federal Energy Regulatory Commission Certification and Permitting
- Right of Way and Appraisal Support
- Land Surveying and Mapping
- Transportation Planning and Design
- Utility Management Consulting
- Water, Stormwater, Wastewater Management

GAI Continuing Services Contracts

GAI has, or is currently providing, professional services to over 70 public agencies around the State of Florida, each using similar services required under the terms of this proposal. This experience in performing continuing services contracts allows GAI to examine a project from every perspective. This enables the client to make choices and pursue options that might otherwise remain overlooked or undervalued. Our long-standing history of continuing services clients provides evidence that we understand how to serve as an extension of staff, provide efficient, meaningful value and collaborate to maintain long-term working relationships.

To effectively address the professional services listed in this RFQ, it is important to note that the GAI team is deeply experienced providing professional consulting services to public agencies across Florida. Additionally, several members of the GAI team have previously served the public in elected or appointed positions. Those individuals have themselves relied upon consultants to provide services under these very contract mechanisms.

The map below and table on the following page show GAI's Continuing Services contracts around the State of Florida.





ST. PETE PIER PARK

Wannemacher Jensen Architects, Inc.

Founded in St. Petersburg Florida in 1992, Wannemacher Jensen Architects (WJA) is an interdisciplinary architecture firm that designs and creates engaging spaces for working, living, learning and playing. The firm's design methodology is centered on the belief that architecture can inspire positive change and enrich society. With each project and any given set of challenges, we strive to provide creative and innovative design solutions that promote community and client ambitions, redefine conventions, and generate purpose driven solutions.

Since the firm was founded our specialty has always been to work with municipalities on quality-of-life projects. We have completed over 300 public projects for more than 30 different municipalities throughout the State of Florida on various project types including Museums, Recreation Centers and Parks, City Halls, Fire & Police Stations, Government Offices, and Service Centers. We understand the intricacies of working with multiple building users, making presentations to commissioners and satisfying various neighborhood concerns.

WJ is one of the few architecture firms in the country that can provide entertainment production design in house. This is inclusive of lighting, video, audio, effects, staging, and site planning. The firm provides worldwide design services for venues, live & corporate events, bands, churches, museums, restaurants, art installations, and night clubs. Our diverse expertise enables us to holistically look at projects in a new way to seamlessly integrate innovative concepts and ideas.

Continuing Contracts have always been an important part of our firm. These Contracts include projects that have ranged from studies, to design, and through construction administration services. Projects' scope include master planning, new construction, building additions, major renovations, historic preservation, and remodeling work. Overall, the firm has a broad range of experience across an array of project types and disciplines for commercial, municipal, and non-profit clients. The breadth of our work derives from our ability to collaborate with clients to create unique and context-sensitive results regardless of the size, program, or budget.

YEARS IN BUSINESS:

30 years

FULL TIME WJ EMPLOYEES:

45

SERVICES:

Architecture
Interior Design
Design-Build Construction
Production Design
Real Estate/Development

WEBSITE:

wjarc.com

LICENSE:

AR94244

FEIN:

59-3150693

COMPANY OVERVIEW



ABOUT US

Founded in St. Petersburg, FL, WJCreate (WJC) is a full-service construction company that provides a complete range of building services including construction management, general contracting, and single-source design-build services. Our portfolio of work includes a diverse mix of work from new ground up construction to renovations and interior build-outs. From restaurants to schools, offices to custom homes and condos; The diverse mix of our work epitomizes our ability to work closely with clients through all stages of the development process to achieve unique and appropriate solutions for every project. Whether that be a tricky site, intricate design, short timeline, or tight budget; Our teams diverse experience and unique approach to building fosters collaborative, anticipatory problem-solving which leads to better constructed, value driven results.

our HISTORY

WJCreate was founded in 2016 by John Crum, a General Contractor, and Jason Jensen, an Architect and Principal of Wannemacher Jensen Architects. Having completed several projects together and admiring one another's approach the two decided to team up to create a construction company that would focus on building better through a streamlined construction process. Since forming, WJC's growth has been calculated and consistent. In 2019 WJCreate built the firms new headquarters directly next to the company's existing offices on Mirror Lake in downtown St. Petersburg.

OUR PURPOSE

When we founded WJCreate we didn't want to be just another contractor. We got into this profession because we love solving problems, working with people, and building quality projects we can be proud of. While grounded in traditional values of hard work and a dedication to craftsmanship, our approach to construction aims to challenge common building practices and improve the status quo. We are grounded optimists driven by a constant desire to improve. We see the possibility where others only see the impossible.

Services Offered



Programming Efforts with Community Members



Historic Manhattan Casino Renovation



Madeira Beach City Hall Rendering



St. Pete Fire Station #8 - LEED Gold

WJArchitects

- Accessibility Compliance
- Augmented Reality/Project Visualization
- Bid & Permit Assistance
- Code Compliance
- Community Outreach/Public Involvement
- Construction Documentation
- Construction Administration
- Drafting/CAD services
- Demolition Planning Services
- Design-Build Construction
- Design Development
- Energy Analysis and Design
- Facility Evaluation
- Furniture, Furnishing and Equipment
- Historic Preservation
- Interior Design
- Laser & 3D Printing / Modelling
- LEED & Green Globe Facilitation
- Lighting Design
- Master Planning
- Model Construction
- Planning Services
- Programming
- Real Estate Development
- Redevelopment Studies
- Renderings
- Renovation/Repair
- Scheduling
- Schematic Design
- Site Analysis / Sight Evaluation
- Space Planning
- Strategic Facility Planning
- Sustainable Building Design

WJDevelopers & WJCreate

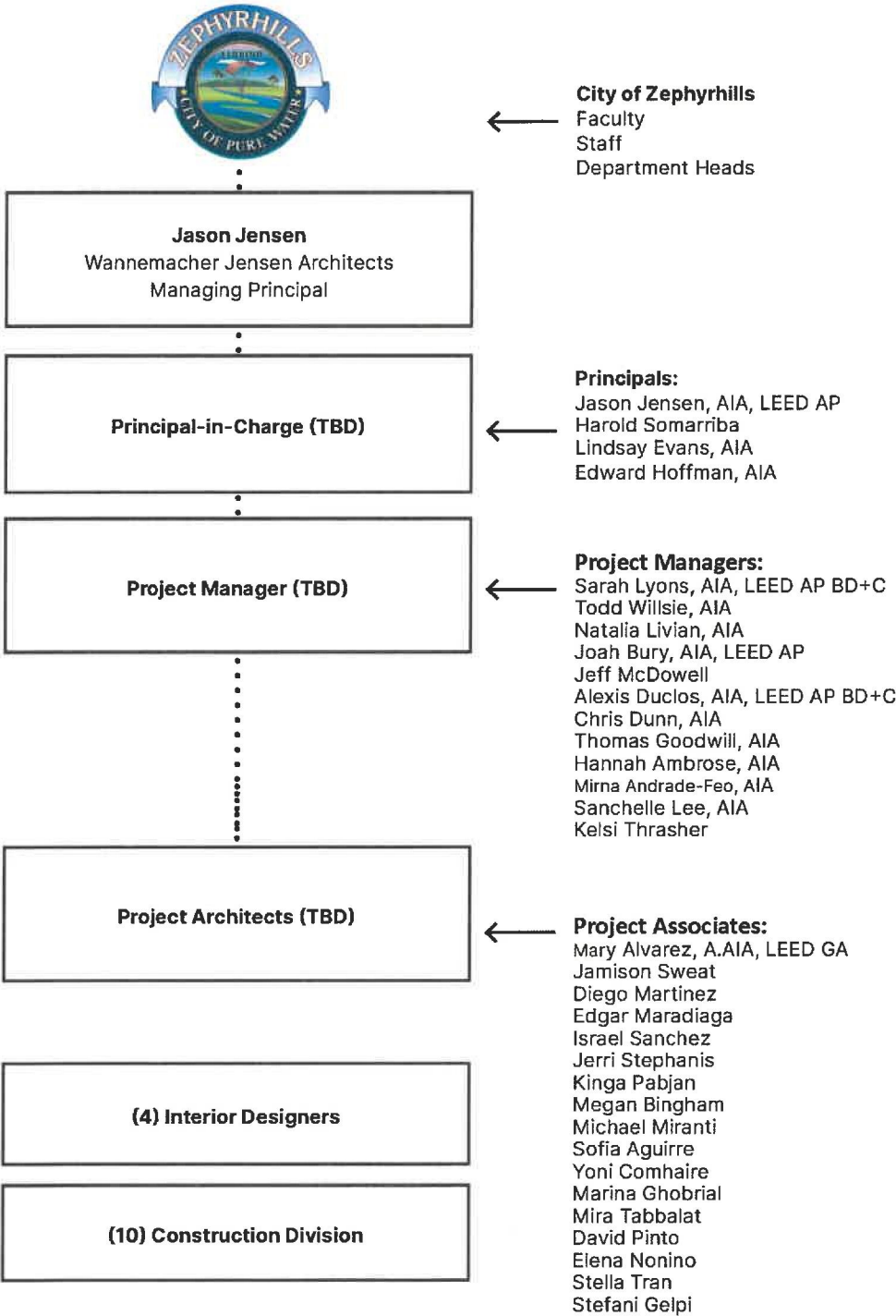
A unique characteristic of our firm is that we are one of the few architecture firms with a dedicated development division, WJDevelopers, and construction division, WJCreate.

Founded in 2016, WJCreate (WJC) is a full-service construction company that provides a complete range of building services including construction management, general contracting, and single-source design-build services. Founded in 2022, WJDevelopers (WJD) allows the firm to purchase and prepare land to provide design and construction services. This has allowed our team at WJA to completely understand the building process from start to finish through the eyes of different building entities including the full Design-Build and Construction process. Our team has completed this process on our Mirror Lake Development property. This property is a mixed-use development that includes three floors of commercial and three floors of residential.

Continuing contracts often lead to a range of diverse projects of varying scope. Therefore, our process and project team will be assembled on a project-to-project basis to reflect the task order at hand. We understand that consistent communication and responsiveness are keys to a successful continuing contract and working relationship. Jason Jensen, President and Managing Principal, will serve as the initial point-of-contact. When we receive a phone call or email regarding a new project, one of the firm Principals, will take the lead. Following a meeting with the City to determine scope of services, a Fee Proposal is prepared, and a Task Order is generated. At that time, an appropriate Project Manager in our office is identified, which on some projects will be one of the Principals. Engineering sub-consultants will then be identified and selected on an as-needed basis.

Staffing Plan

Our staffing process begins with selecting the Project Manager that best suits the project based on their experience with the project type and their availability to devote the necessary attention to the project. We also assign architectural associates to assist the project manager utilizing their experience and technical ability. To ensure we have the proper support that each project requires, we evaluate our current workload and staffing on a weekly basis. We are then able to easily forecast and adapt to changes in project workload to ensure your projects remain on schedule.



Personnel Who Will Have Primary Responsibility For This Contract

A key to our success of delivering continuous professional services is our people. For this assignment, our leadership team is headed by Vice President, Pete Sechler, PLA,AICP, Project Manager, Laura Smith, and Kathy Leo, PE as QA/QC.



Pete Sechler, PLA, AICP • Principal in Charge

Mr. Sechler is the Director of GAI's Community Solutions Group, focused on Planning, Urban Design, Landscape Architecture, and Economic Development in the eastern U.S. for public, private, and institutional clients. His focus has been to work inclusively—identifying the community context and mission, understanding economic potential, and thereby positioning specific initiatives to support broader goals, enhanced livability, and sustainable success. Mr. Sechler has been involved in the following types of projects: citywide regional visioning; community redevelopment; transit-oriented urban development; main street and urban walkability projects; medical, educational, and office park campuses; urban public parks and trails; and neighborhood planning and enhancements.



Laura Smith, MPA • Project Manager

Ms. Smith serves as Financial Analyst Manager within GAI's Community Solutions Group (CSG), where she conducts and oversees the research and analysis of market, economic, and demographic data; commercial, industrial, and multifamily performance indicators; census data; and employment statistics for various products of the firm. Ms. Smith served as a professional municipal planner for 6 years, expanding her expertise to include writing and updating land development codes, development plan reviews, comprehensive plan rewrites and updates, comprehensive plan Evaluation and Appraisal Reports (EAR), Community Redevelopment Agency (CRA) Findings of Necessity (FON), and redevelopment plans.



Kathy Leo, PE, Vice President • QA/QC

Kathy Leo, PE serves as Vice President within GAI's Infrastructure group. With 29 years of experience, she has a broad range of experience in the public and private sector. Her strength is leading multidiscipline project teams, including engineering, survey, and architecture. Ms. Leo is well versed in traditional, design-build, and integrated project delivery contracting methods. She also leads the Community Infrastructure market for GAI, which is comprised of civil engineering, water, and aviation.



ORGANIZATIONAL STAFF CHART

PROJECT TEAM LEGEND

Prime Firm:
(GAI/CSG) GAI Consultants, Inc./GAI's Community Solutions Group

Sub-consultants:
(WJA) Wannemacher Jensen Architects, Inc.
(WJC) WJCreate, LLC



PRINCIPAL IN CHARGE
Authorized Representative
Pete Sechler, PLA, AICP



PROJECT MANAGER
Primary Point of Contact
Laura Smith, MPA



QA/QC
Kathy Leo, PE

PUBLIC WORKS, CRA, PLANNING AND BUILDING + ASSOCIATED SERVICES

PROFESSIONAL ENGINEERING

Aimee Shields, PE - **Engineering Lead**
Benjamin Allis, PE

ECONOMIC DEVELOPMENT AND REDEVELOPMENT STRATEGIES

Laura Smith, MPA - **Economic and Analysis Lead**
Tom Kohler, Strategic Advisor

MARKET RESEARCH / MARKET ANALYSIS

Laura Smith, MPA
Natalie Frazier, MBA

URBAN PLANNING/DESIGN, LAND USE AND ZONING

Blake Drury, AICP - **Planning/Urban Design Lead**
Thomas "Wes" Shaffer, AICP

LANDSCAPE ARCHITECTURE, URBAN PARK DESIGN SERVICES

Frank Bellomo, PLA, ASLA - **LA/Urban Park Lead**
Keith Oropeza, PLA, ASLA
Andrea Penuela, PLA
Kristin Caborn, CPRE, FCP - **Park Planning**

SUSTAINABLE DESIGN

Ivan Maranan, PLA, LEED® AP
Ian Molgaard, LEED® Green Associate

REAL ESTATE DEVELOPMENT, AFFORDABLE HOUSING

Owen Beitsch, PhD, FAICP, CRE

ARCHITECTURAL SERVICES

Jason Jensen, AIA, LEED® AP (WJA) - **Architectural Lead**
Harold Somarriba, Principal/Manager (WJA)
Lindsey Evans, AIA, Principal/Manager (WJA)

CONSTRUCTION SERVICES

Dennis Chech (WJC) - **Senior Superintendent**
John Crum, President (WJC)
Mark Losee, Senior Project Manager (WJC)
Andrea Sutherland, PE

ENVIRONMENTAL GRAPHICS AND SIGNAGE

Ana Oropeza, SEG D

TRAFFIC/TRANSPORTATION

Sylvester Asiamah, PE

SURVEY

Joseph Lek, PSM, PLS

WATER/WASTEWATER

Greg Kolb, PE

ENVIRONMENTAL

DJ Silverberg, PWS, GTA

COMMUNITY ENGAGEMENT

Pete Sechler, PLA/AICP
Kristin Caborn, CPRE, FCP
Thomas "Wes" Shaffer, AICP

THE GAI TEAM IS COMMITTED TO PROVIDING HIGH-QUALITY, TIMELY COMPLETION OF WORK TO THE CITY OF ZEPHYRHILLS

Our Project Manager will remain actively aware of manpower requirements, while remaining focused on the client and project needs. Our team will work with the City to properly staff each project assignment to meet technical expectations and align with the City's project budget.



Laura Smith, MPA

Manager, Urban Analytics

l.smith@gaiconsultants.com | 321.319.3088

Ms. Smith serves as Financial Analyst Manager within GAI's Community Solutions Group (CSG), where she conducts and oversees the research and analysis of market, economic, and demographic data; commercial, industrial, and multifamily performance indicators; census data; and employment statistics for various products of the firm. Ms. Smith served as a professional municipal planner for 6 years, expanding her expertise to include writing and updating land development codes, development plan reviews, comprehensive plan rewrites and updates, comprehensive plan Evaluation and Appraisal Reports (EAR), Community Redevelopment Agency (CRA) Findings of Necessity (FON), and redevelopment plans.

Ms. Smith is a graduate of University of South Florida, with an MPA in Public Administration and a BA in Political Science. She also earned her master's certificate in Urban and Regional Planning from the University of Central Florida. She currently serves on the Planning and Zoning Board of Lake County, Florida.

EDUCATION: MURP, Urban and Regional Planning, 2015, University of Central Florida; MPA, Public Administration (Pi Alpha Alpha), 2008, University of South Florida; BA, Political Science, 2006, University of South Florida; **CERTIFICATIONS:** Certified Trainer, Florida Redevelopment Academy

Aimee Shields, PE

Senior Engineering Manager

a.shields@gaiconsultants.com | 321.319.3041

Ms. Shields has demonstrated expertise in project management and civil site design for commercial, residential, institutional, municipal, and private projects. Her design work includes grading, drainage, storm sewer systems, stormwater management facilities, water systems, sanitary sewers, pump stations, and roadways. Ms. Shields develops construction drawings and specifications, and prepares permit application packages for submittal and processing through various local, state, and federal permitting agencies. Her civil engineering experience includes urban infill, hospitality and streetscape/roadway projects, healthcare campus master planning, enabling/infrastructure, and expansion projects. She has also prepared feasibility studies, flood mitigation analyses, and engineer's estimates of probable cost. In addition to her PE license and MBA, Ms. Shields holds advanced certification for maintenance of traffic design.

EDUCATION: MBA, Business Administration, 2017, Point Park University; BS, Civil Engineering, 2003, Villanova University; **LICENSES/REGISTRATIONS:** Professional Engineer (PE): FL – 2008, #68011



A. Blake Drury, AICP

Director, Planning and Urban Design

b.drury@gaiconsultants.com | 321.319.3125

Mr. Drury is an urban designer and city planner focused on creating livable communities. For the past 25 years, he has developed plans for public-sector clients in urban, suburban, and rural settings across North America, including initiation, conceptualization, and design of large-scale neighborhood redevelopment

projects, downtown plans, and numerous transit station area planning programs. He also has extensive experience helping private-sector clients develop visions and principles to guide new communities, including master plans for many traditional neighborhood development design projects throughout the southeast United States. Mr. Drury is frequently invited to speak at professional events throughout the region, and previously served as an Adjunct Instructor at the University of Central Florida for 7 years teaching urban design at the graduate and undergraduate levels.

EDUCATION: MS, Planning, 1998, University of Tennessee, Knoxville, Tennessee; BA, History (Cum Laude), 1996, University of Florida, Gainesville, Florida; **CERTIFICATIONS:** American Institute of Certified Planners, #0170026 Florida • FEO #35-22-05 Professional Services – CKA, Planning and Public Works



Frank Bellomo, PLA, ASLA

Vice President/Senior Director, Landscape Architecture

f.bellomo@gaiconsultants.com | 321.319.3057

Mr. Bellomo serves as Vice President and Senior Director of Landscape Architecture Services for GAI's Community Solutions Group. Mr. Bellomo brings over 4 decades of experience on a diverse range of projects

covering all aspects of landscape architectural design in both the public and private sectors. During the course of his career, he has been responsible for hundreds of site-sensitive landscape projects, including urban streetscapes and plazas, parks, trails, waterfronts, commercial and office complexes, residential communities, campuses and gardens, and hotels and resorts.

EDUCATION: BLA, Landscape Architecture, 1980, University of Florida; **LICENSES/REGISTRATIONS:** Professional Landscape Architect (PLA): FL – 1981, #LA0000732; **CERTIFICATIONS:** Council of Landscape Architectural Registration Boards (CLARB) Certified, #30154

Owen Beitsch, PHD, FAICP, CRE

Senior Director, Economic and Real Estate Advisory Services

o.beitsch@gaiconsultants.com | 321.319.3131



Dr. Beitsch is active in the management and execution of complex studies for public and private clients, and focuses on special real estate issues, as demonstrated by his civic and business activities. He has held an active leadership role in the Tampa Downtown Partnership, and is a founding member of the Orlando Neighborhood Improvement Corporation (ONIC), having served as chairman for 4 years. Dr. Beitsch also served for 8 years on the Orlando Housing Authority Board of Commissioners. In 2010, he was named a Fellow in the American Institute of Certified Planners, the highest honor bestowed in the urban planning profession and awarded to only about 3% of those achieving certification. He is currently Chair of the Xentury City Community Development District, a major tourist area in Osceola County; he also served as a member of the Winter Park Planning and Zoning Board.

EDUCATION: PhD, Public Affairs, University of Central Florida; Masters of Urban and Regional Planning (MURP), Florida State University; **LICENSES/REGISTRATIONS:** Fellow, American Institute of Certified Planners (AICP); Counselor of Real Estate (CRE); Real Estate License: FL, #SL595584; **CERTIFICATIONS:** Certified Trainer, Florida Redevelopment Academy



Kristin Caborn, CPRE, FCP

Director of Park System Planning

k.caborn@gaiconsultants.com | 321.319.3161

Mr. Drury is an urban designer and city planner focused on creating livable communities. For the past 25 years, he has developed plans for public-sector clients in urban, suburban, and rural settings across North America, including initiation, conceptualization, and design of large-scale neighborhood redevelopment

projects, downtown plans, and numerous transit station area planning programs. He also has extensive experience helping private-sector clients develop visions and principles to guide new communities, including master plans for many traditional neighborhood development design projects throughout the southeast United States. Mr. Drury is frequently invited to speak at professional events throughout the region, and previously served as an Adjunct Instructor at the University of Central Florida for 7 years teaching urban design at the graduate and undergraduate levels.

EDUCATION: MS, Planning, 1998, University of Tennessee, Knoxville, Tennessee; BA, History (Cum Laude), 1996, University of Florida, Gainesville, Florida; **CERTIFICATIONS:** American Institute of Certified Planners, #017026



Andre R. Sutherland, PE

CEI Senior Project Engineer

a.sutherland@gaiconsultants.com

Mr. Sutherland has 16 years of construction and management experience in the CEI field. During his career, he has been exposed to a broad range of field operations and situations, and has worked on several major expressway and urban development projects with various and increasing levels of responsibility. Mr. Sutherland worked as an FDOT Project Manager in District Two, where he was responsible for construction contracts compliance, public information concerns, and material specifications compliance on numerous projects. He has since served as Senior Project Engineer on multiple resurfacing, restoration and rehabilitation (RRR) roadway widening and bridge construction projects that involved extensive Joint Project Agreement (JPA) utility relocations, including JEA water and wastewater construction.

EDUCATION: MBA, Business Administration, 2009, University of Florida; BS, Civil, Environmental, and Infrastructure Engineering, 2006, George Mason University; **LICENSES/REGISTRATIONS:** Professional Engineer (PE): FL – 2011, #72918

Sylvester Asiamah, PE

Senior Engineering Manager

s.asiamah@gaiconsultants.com

Mr. Asiamah specializes in highways and transportation infrastructure projects' development—ranging from preliminary engineering studies, planning, and concept development to final plan designs, specifications, project probable cost estimates, and post-design services. His 27 years of experience includes signalization, signing and pavement marking, roadway design, traffic control planning, drainage/stormwater management facilities design, and traffic studies.

In his 20 years at GAI, Mr. Asiamah has worked with clients, such as the Florida Department of Transportation (FDOT), as well as various city public works departments, municipalities, and private entities in Florida. He has served in many roles, including Project Manager, Engineer-of-Record (EOR), and Project Engineer.

EDUCATION: MBA, 2008, University of North Florida; MS, Civil Engineering, 2001, University of Florida; BS, Civil Engineering, 1994, University of Science and Technology in Ghana; **LICENSES/REGISTRATIONS:** Professional Engineer (PE): FL – 2003, #59249; GA – 2012, #PE037210; NC – 2012, #039368



Joseph Lek, PSM, PLS

Survey Manager

j.lek@gaiconsultants.com

Mr. Lek specializes in surveying and mapping. He has extensive experience working on high-value and complex projects, and performs all types of surveys: as-builts, aerial, American Land Title Association (ALTA), boundary, bridge, condominiums, construction, Department of Environmental Protection (DEP), GPS,

legal, lot, right-of-way (ROW), route, subdivision, tree, topographic, utility, volume, and wetland. Mr. Lek is an experienced surveyor and is thoroughly familiar with the standards and procedures for providing surveys in Florida.

EDUCATION: BS, Survey and Mapping, 1994, University of Florida, College of Engineering; **LICENSES/REGISTRATIONS:** Professional Surveyor and Mapper (PSM): FL – 2000, #LS6016; Professional Land Surveyor (PLS): OH – 2012, #PS.8580; SC – 2013, #31202; **CERTIFICATIONS:** Occupational Health and Safety Administration (OSHA) Hazardous Materials Certified



Greg Kolb, PE

Senior Project Manager

g.kolb@gaiconsultants.com

Mr. Kolb is a Senior Project Manager within GAI's Orlando, Florida, Water Group. He manages projects in water supply, treatment, and distribution; wastewater collection, treatment, and effluent disposal; and reclaimed water management. Mr. Kolb has held increasingly challenging roles on various types of water projects—ultimately overseeing tasks such as master planning, studies, permitting, public involvement, preliminary design, final design, and construction phase services. Prior to moving to Orlando, Mr. Kolb served as a Resident Engineer in the Atlanta area, where he managed water and wastewater treatment construction projects ranging in value from \$1.7 million to \$55 million. In recent years, he has served in Program Manager and District Engineer roles providing utility management services to Central Florida clients; presently, Mr. Kolb continues to deliver Engineer-of-Record (EOR) and project management responsibilities for unique and challenging water and wastewater projects.

EDUCATION: MS, Civil Engineering, 2006, Georgia Institute of Technology; BS, Civil Engineering, 2000, Georgia Institute of Technology; **LICENSES/REGISTRATIONS:** Professional Engineer: FL –2007, #65759; NCEES – 2006, #29775

D.J. Silverberg, MS, SR. PWS, GTA

Environmental Manager

d.silverberg@gaiconsultants.com



Mr. Silverberg, a Professional Wetland Scientist since 1995, has been conducting ecological consulting studies since 1987. He has performed preliminary land use assessments, wetland delineations, and listed species evaluations for over 900 sites throughout Florida; as well as wetland jurisdictional delineations for various local, state, and federal regulatory programs. He prepares permit applications for all levels of the U.S. Army Corps of Engineers Permit Program, the Florida Department of Environmental Protection, and various Florida Water Management District Environmental Resource Permit programs.

Mr. Silverberg specializes in client and regulatory agency interaction, technical writing, wetland delineation, plant identification, and project management. He provided technical review and guidance to the National Aeronautics and Space Administration (NASA) and Kennedy Space Center contractors regarding compliance with state and federal wetland and protected species regulatory programs. He has also identified and mapped plant communities, including seagrasses, through photointerpretation and field investigation. Notably, Mr. Silverberg conducted habitat mapping analysis and prepared a restoration plan for the Indian Trails Water Control District in Palm Beach County, Florida; and designed and supervised implementation of a 557-acre wetland creation, restoration, and enhancement project in the upper St. Johns River floodplain west of Melbourne, Florida.

EDUCATION: MS, Biological Sciences (Ecology), 1988, Florida Institute of Technology; BS, Biological Sciences (Marine), 1985, Florida Institute of Technology; **REGISTRATIONS:** Senior Professional Wetland Scientist (Sr. PWS): #000272; Environmental Professionals of Florida: Registered Environmental Professional (REP): #239; Authorized Gopher Tortoise Agent (GTA), Florida Fish & Wildlife Conservation Commission, #GTA 09-00004-G, March 2009; Skills: Ecology and Biology, Wetland Delineation, Land Use Assessments; **CERTIFICATIONS / TRAINING:** 10-Hour OSHA Outreach Training for the Construction Industry



Jason Jensen, AIA, LEED AP

Principal-in-Charge | WJA

jason@wjarc.com | 727.822.5566

Jason Jensen, AIA, LEED AP, joined the firm in 2002. After gaining experience in New York City, he returned to St. Petersburg with a goal to innovate architecture for this generation throughout Florida. Throughout his career, Jason has worked on a range of project types, styles, scales, and budgets. His work is highly awarded by various entities and recognized by a long roster of international media. His thorough approach focuses on respecting the space and its intended use, relating the building to its site, and adding value with purposeful, thoughtful, memorable designs. Jason manages processes and communications to translate visions and desires of clients into cohesive designs and master plans.

Jason has established himself as a leader in Florida recreation design and has been a speaker at numerous Florida Recreation and Parks Association (FRPA) conferences. A University of Florida graduate, Jason remains active with the UF School of Architecture as a guest critic and lecturer. He also has been a guest critic/lecturer at the University of South Florida, Pratt University, Urban Land Institute, and Green Building Council.

EDUCATION: Masters of Architecture, University of Florida, 2001 **REGISTRATION:** AR94244, NCARB #48738, LEED AP,

Harold Somarriba

Principal/Manager | WJA

harold@wjarc.com | 727.822.5566



Harold has extensive project management experience that includes multifamily residential and municipal work in South and Central Florida. As project manager he works closely with local building department authorities, owners, and contractors to ensure that project goals and design objectives are accomplished and maintained during the different phases of the build process. Since joining Wannemacher Jensen Architects, Harold has managed many significant projects including City of Doral's largest park and recreational center and Madeira Beach's Municipal Complex. He has also spent several years in the construction field as a construction administrator working closely with contractors and owners on day to day construction services. This experience both in and out of the office has allowed him to contribute effectively to projects at a variety of scales, budgets and specialties.

EDUCATION: Masters of Architecture, University of Florida, 2001



Dennis Chech

Senior Superintendent | WJC

With over 30 years of industry experience, Dennis has completed countless projects of varying size and scope throughout southern United States. Prior to joining WJCreate, Dennis had served in nearly every role of the construction process from Estimating and Project Management to Jobsite supervision and Quality Control. Dennis is extremely detail-oriented and carefully monitors all project activities to assure safety and security standards are maintained, quality workmanship is at the highest level and all project specifications are being followed. Dennis's unique skill set and diverse experience provides him with a solid foundation of knowledge for the entire construction process which enhances day-to-day operations, coordination, and quality control.

REGISTRATION/AFFILIATIONS: OSHA 30



We Are a Comprehensive Practice

GAI Consultants, Inc. is ideally positioned to meet the needs of the City of Zephyrhills across all three of the Scope categories. Our Orlando practice is comprehensive across the disciplines of Civil Engineering, Transportation, Construction Inspection, Environmental Services, Planning, Economics, and Landscape Architecture. We have the specific discipline leaders to address a wide range of assignments, along with a collaborative practice to assemble integrated teams capable of managing and delivering cross-discipline projects and complex City of Zephyrhills initiatives.

Our Integrated Practice Comprises High-Caliber Disciplines

Each of our specific professional disciplines is highly accomplished at all phases of project delivery. We work Planning to Policy, Concept to Construction. We cover all the bases.



Civil Engineering: Our civil engineering practice includes all civil engineering, roadway, stormwater, and utilities services necessary to bring plans and permits to life. The stormwater management professionals at GAI design ponds, and water channels, keeping them operational our clients advance their development projects. We manage drainage and run-off in compliance with watershed rules for stormwater systems. The civil engineering is point for leadership of multifaceted projects making sure they are managed to schedule and budget.



Transportation: GAI's widely respected highway, roadway, bridge, and traffic engineers deliver award-winning projects to local, state, and federal agencies. Seasoned engineers and designers develop plans, specs, and reports based on creative solutions that meet the specific needs of each project— solutions that save clients valuable time and money.



Construction Engineering Inspection: GAI monitors the daily activities and materials that are critical to Construction Engineering Inspection (CEI) projects with exceptional client service, high-level of construction integrity, and a successful project delivery in mind. From rural RRR projects to complex urban interchanges, our staff of CEI management and inspection staff have the experience and expertise to address all our clients' construction challenges.



Environmental: Our stormwater, civil engineering, and transportation practices are supplemented by our environmental permitting specialists, experienced in all areas of permitting and certification. They also develop implementation plans for restoration and renewal of natural systems.



Planning, Economics and Landscape: GAI's Community Solutions Group (a GAI Service Group specialty discipline) is a unique team of landscape architects, urban designers, land use planners, public finance and economic development specialists, and public administrators who capture the full dimensions of strategy and solution. Committed to positioning communities for a sustainable future, we are recognized for delivering insightful, thorough, and technically sophisticated solutions.



Firm - Prime

GAI Consultants, Inc.

+ GAI's Community Solutions Group

Services to be Provided

- Airport Planning, Design Engineering, and Construction Services
- Bridge and Structure Inspection and Design
- Civil Engineering
- Construction Inspection and Management
- Cultural Resources Management
- Economic Analyses and Strategies
- Electric Transmission Design and Siting
- Environmental Engineering
- Environmental Studies, Species Studies, Permitting
- Gas Pipeline Surveying and Mapping
- Geographic Information Systems
- Geotechnical Engineering and Geology
- Impoundment and Landfill Permitting and Design
- Land Development Engineering
- Landscape Architecture and Design
- Master Planning and Urban Design
- Mechanical, Electrical, Structural Engineering
- Natural Gas Federal Energy Regulatory Commission Certification and Permitting
- Right of Way and Appraisal Support
- Land Surveying and Mapping
- Transportation Planning and Design
- Utility Management Consulting
- Water, Stormwater, Wastewater Management

Firm - Subconsultants

Wannemacher Jensen Architects, Inc.

WJCreate

Services to be Provided

Architecture

Construction Management



PROJECT UNDERSTANDING AND PROPOSED APPROACH

Project Understanding Starts With Careful Listening to Define the Project

GAI will meet with the City to review the assigned project, as well as the opportunities and challenges relative to the various options (associated costs, permitting implementation requirements, and maintenance constraints). GAI will use this pre-service meeting with the City and selected stakeholders to record the overall vision, goals, and concerns within the City. Typically, the following items prove to be most important to take into consideration:

- Development of a Scope of Services/Work Plan that captures the City's vision and provides a foundation in order to fully implement the project while staying within the City's operating budget
- Protecting the health, safety, and welfare of the City's residents
- Protecting and improving the City's resources
- Protecting public and private property
- Protecting and restoring local ecology
- Planning wise and strategic investments within the project limits

GAI understands that the ability to execute successful projects is based on factors such as cost control, work quality, and adherence to schedules. GAI is committed to helping achieve project schedules for the City, including making appropriate staff available to expedite projects, while controlling costs.

GAI's typical project management approach begins with a detailed scoping meeting with the City's key stakeholders. The intent of this scoping meeting is to clearly define the City's objectives and expectations, and develop a clear path forward to deliver the project in a manner that meets or exceeds those expectations. Once a scope is established, GAI's Project Manager will prepare a Project Management Plan to serve as a roadmap for the project.

Project Approach

Our approach to a project is specific to the type of project at hand. GAI has developed a tailored, proven approach to Design, Study, and Construction Service assignments.

GAI's Project Delivery System, a network of processes and procedures, defines the means and methods for efficiently and effectively executing projects. Delivering professional services to our clients on a continuing and consistent basis is the "GAI Way."

By organizing and presenting processes and procedures in a manner that follows the flow of work through the project life cycle, GAI staff can easily locate and use documents they need for project execution. The system is designed to be flexible enough to facilitate the variety of project types and markets that GAI supports.

GAI's Project Delivery System provides quality assurance/quality control functions and incorporates best management practices that promote continuous improvement. Our Project Delivery System is a dynamic, living system, which will grow and change as GAI continues to grow and change.

After the scope is defined and the task assignment has been kicked off, GAI will continue to collect the site specific resources needed to prepare for design. Our staff will coordinate closely with the various City Departments, utility providers, and regulatory agencies to identify opportunities, limitations, and potential conflicts. These resources will be considered as we move into preliminary design. Our goal in preliminary design is to further explore the project limitations, and identify potential cost items. This information is presented to the client in a design review prior to continuation of the design. Depending on the size and scope of the project we will include an interim check at 60% completion, with City review incorporated prior to 90% plans. Permitting will take place during the design phase with applications submitted at times correlating to the project schedule. GAI has developed relationships with the agencies in and around St. Cloud and will work with the reviewers to maintain the City's vision for the project while obtaining permits. As the permits are issued, we are generally at 100% plans completion and ready for bid. We are available to support the City in the bid process with technical documents, forms, and timely responses to bidder questions and requests for substitutions. Upon award to the contractor, GAI has staff available to provide construction phase support. These services will be tailored to project specific needs. Our Engineers are well-versed in construction

observation and services including submittal review, response to contractor questions, generation of punch lists, and completion of agency certifications. We also have Construction, Engineering & Inspection (CEI) team if requested. The CEI group at GAI has inspected miles of roadway and trails across many jurisdictions and will adjust their template to the criteria specified by the City.

Adequacy and Availability of Resources to Deliver Services

The GAI team is committed to providing high-quality, timely completion of work to the City of Zephyrhills. Our Project Manager will remain actively aware of manpower requirements, while remaining focused on the client and project needs. GAI’s proposed team is highly capable of delivering services in all areas of expertise outlined by the City in the RFQ.

Our depth of staff and organizational structure allows us to:

- Have adequate coverage while leaders are out of the office.
- Maintain clear communication with our clients at all times—in terms of whom to contact for information.

Our team will work with the City to properly staff each project assignment to meet technical expectations and align with the City’s project budget. Each of our proposed team members was selected for inclusion on our organizational chart based on their years of experience, past performance on similar projects, proximity to the City, and overall workload and availability to serve the City throughout the duration of the contract.

As a multidiscipline firm, GAI has projects that are currently or scheduled to be in process. Our project backlog is

stable, and we have the depth of team members who are available and committed to the City of Zephyrhills. Our Project Manager and key support staff are currently committed to and will remain committed to the City’s projects. Furthermore, we understand that additional needs may arise on any given project. GAI’s Orlando office is home to individuals specializing in community solutions, parks, landscape architecture, planning, construction engineering inspection, transportation, water/wastewater utilities, and numerous other disciplines that may be of value to the City. We will make available any or all of these resources as they pertain to the City’s needs on a given project.

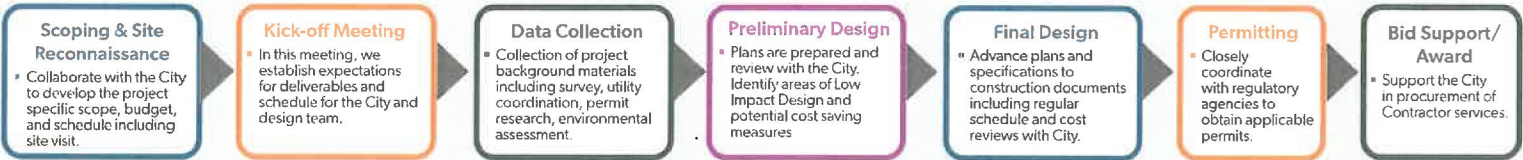
At GAI, we have procedures and technological systems in place that set up our team, and our clients for success. We will provide and maintain the workflow processes and infrastructure systems to deliver success to the City of Zephyrhills. GAI has a system in place that monitors schedule, budget and quality control, and incorporates best practices that promote continuous improvement. This allows our project managers to actively be aware of the project budget, schedule and manpower, while remaining focused on the project and client. Our project managers are directly involved in each project from start to finish, which includes project design, schedule, finances, and most importantly, client communication!

In addition to technical/manpower resources, GAI has access to all the business tools, field equipment, supplies, and resources needed to execute the anticipated projects.

Project Implementation Schedule

GAI is prepared to leverage our established Project Management Tools to meet the project scheduling

PLANNING & DESIGN APPROACH



CONSTRUCTION APPROACH



needs of the City of Zephyrhills. With our team's working experience, available manpower, innovative ideas, and open communication, we believe our team is ideal to deliver tasks on time and in budget. Our Project Manager will personally make herself available to meet the project needs of the City, and will quickly respond to project needs and challenges as they arise.

As we develop the project work plan in the early stages of an assignment, we will establish a preliminary project schedule with the guidance of City staff. Upon approval of the task order, we will re-check the schedule and establish a clear, agreed-upon schedule with project kickoff. Each project schedule will be established in Microsoft Project or similar program, or as desired by the City.

Throughout each project, maintenance of the schedule is critical to the project's success. This effort will be overseen by **Laura Smith, MPA**, and will be routinely monitored, checked, and discussed with City staff. In our experience, changes to the schedule often occur based on unforeseen impacts; however, early identification to potential delays in the schedule, along with early/frequent communication and a plan to adjust the schedule, while maintaining the critical path, will ensure the overall project's success and timely delivery.

Specific to each project, we will establish key project needs, milestones, and critical paths in the project schedule. This typically includes preliminary design, final design, permitting, procurement/bidding, and construction. Additional specialty items may include time for public outreach, funding, owner direct purchase, and specific meetings. A schedule will be specific to each project, and will be a guiding tool for GAI and City staff.

Quality Control

Quality is a GAI hallmark—something we believe is evidenced by our more than 80% repeat client rate. An effective quality assurance/quality control program must not only control the quality of documents, but also control budgets, schedules, construction, and, most importantly, communication. At each design team meeting, the progress of the work completed to date will be reviewed, and the City will be apprised of the progress.

The GAI team maintains a well-defined quality assurance/quality control program that includes a thorough review of design documents by an experienced professional who is not involved in the day-to-day design of the project. Our quality assurance/quality control specialist will review any and all deliverables, or take the lead in identifying the

proper technical reviewer for a given project or specific assignment. The intent of this quality assurance/quality control program is to eliminate design errors or omissions, and to produce cost-effective and complete designs for GAI's clients. While GAI's quality assurance/quality control program is implemented "in-house," GAI will also be coordinating with, and monitoring, the quality assurance/quality control programs of our subconsultants.

GAI believes in the value of utilizing a quality assurance/quality control program from the start of the project, and all the way through the design process. Identification of potential issues prior to the start of the design process will ensure that most design challenges are resolved through the normal design process, leaving time and effort to deal with any unanticipated challenges. GAI is committed to providing high-quality products and services to our clients, and it is our intention to maintain the workflow processes and infrastructure systems that support this commitment.

Innovative Concepts



In a City that places high value on smart planning, project aesthetics, community development and redevelopment, and overall quality of life for its residents, it is imperative that all new projects and redevelopment projects not only adhere to regulations and design requirements, but also to the City's overall vision.

Wherever possible, we strive to incorporate forward thinking ideas that turn an otherwise typical development-driven or regulatory-required project into an asset for the City and the community.

Our completed Victory Pointe Park project (*see Section Similar Projects*) for the City of Clermont re-envisioned

GAI teams with our clients to implement Low Impact Design (LID) where possible. In the Packing District, the roadways, new and existing, have been designed to include stormwater planters. These features are designed to remove nutrients from the stormwater and improve the water quality that eventually discharges to the Wekiva River system. The Packing District Complete Streets (***see Section Similar Projects***) also featured a “road diet” on SR 438, reducing from 6 lanes to 4 lanes, and allowing for a dedicated off-street bike lane. Whether you are looking for creative ways to meet project budgets or to improve the environment, GAI has staff that will explore opportunities to provide solutions.

A tiered stormwater system disguised as an amenity providing treatment prior to discharge in Lake Minneola.



*Unique Low Impact Design in a built environment
with rain gardens and added green spaces.*



NEPTUNE ROAD WIDENING

OSCEOLA COUNTY, FLORIDA

GAI provided design and engineering services to Osceola County, Florida for the widening of Neptune Road from Partin Settlement Road to US 192. Neptune Road is an important thoroughway connecting St. Cloud and downtown Kissimmee; this 3.9-mile improvement project completed the corridor while addressing capacity and safety issues.

Scope elements include roadway design, drainage design, environmental permitting, utility coordination, structures design, traffic operations (signing, signals and lighting), maintenance of traffic (MOT) plans, and landscape architecture. Services also include minor survey updates, preparation of right-of-way (ROW) maps, geotechnical investigations, and public involvement.

CLIENT

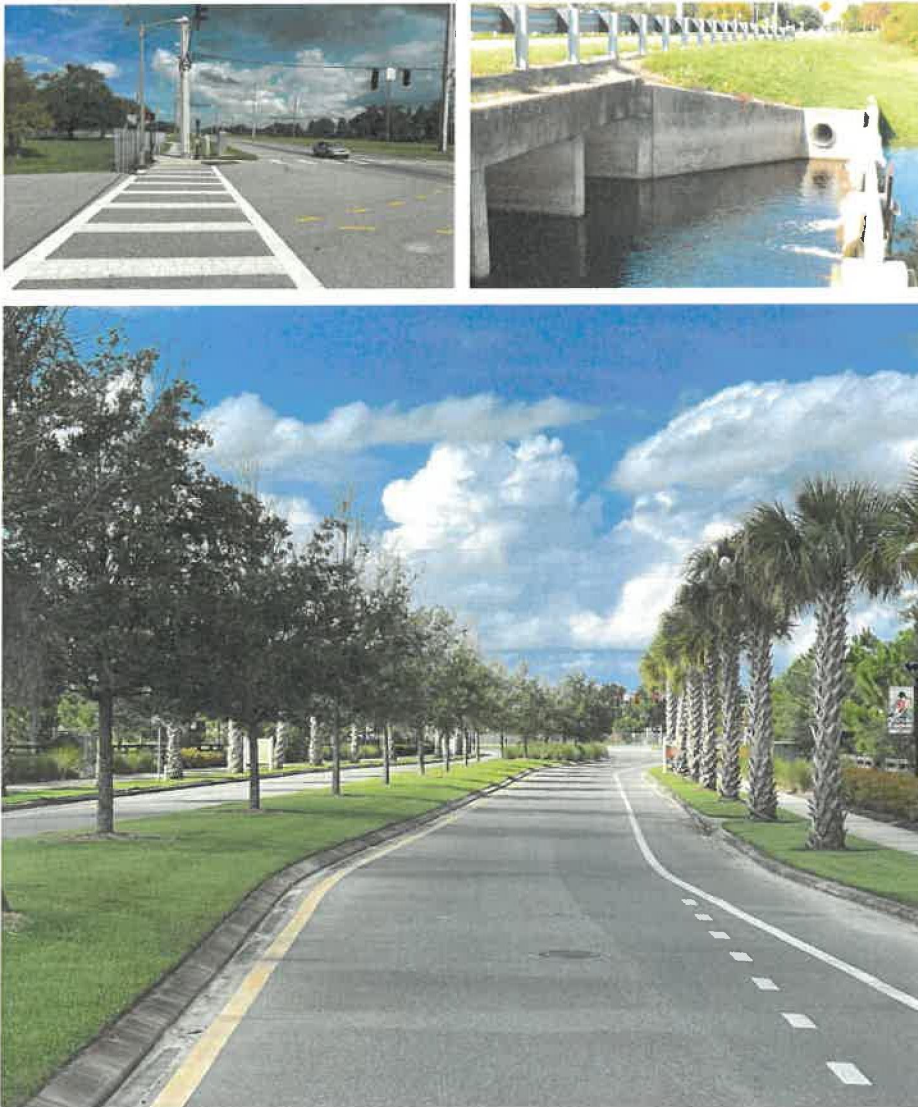
Osceola County

CONTACT

Todd Hudson, PE
Transportation Engineer
407.742.0660
todd.hudson@osceola.org

PROJECT START AND COMPLETION DATES

2019 – 2021 (Professional Services)



PACKING DISTRICT COMPLETE STREETS

ORLANDO, FLORIDA

Building on the city's commitment to improving neighborhood infrastructure, the City of Orlando, in conjunction with Dr. Phillips Charities, Inc., selected GAI to design the reconstruction of a 1-mile segment of Princeton Street (SR 438) from John Young Parkway (SR 423) to Orange Blossom Trail (US 441).

The existing roadway has six lanes (three in each direction) separated by a two-way, left-turn lane or a turn lane with a narrow median. The design improvements reduce the roadway to four lanes, while incorporating a raised median, on-street parking, 6-ft-wide sidewalks, and 10-ft separated bicycle lanes. This project is part of the larger Packing District development, which transforms an existing commercial and industrial site into a mixed-use, urban destination that incorporates "Complete Streets" concepts—resulting in a more walkable community with safer access for all modes of travel.

GAI's scope of services included demolition of the existing roadway infrastructure; as well as the design of the new roadway consisting of new asphalt pavement, concrete curbing, stormwater infrastructure, concrete sidewalks, landscaping, lighting, traffic signal improvements, and signage. The project required close coordination with the City of Orlando, FDOT District Five, the Florida Department of Environmental Protection, and the St. Johns River Water Management District (SJRWMD). GAI also provided landscape architecture services for all design stages from concept to construction documentation, which incorporated low impact design (LID) features such as stormwater planters. Services included planned unit development (PUD) document details for typical cross sections and hardscape landscape details, streetscape concepts, schematics, design development, permitting, and construction documents.

CLIENT

Dr. Phillips, Inc. / City of Orlando

CONTACT

Shane Taylor
Construction Manager
407.422.6106
staylor@drphillips.org

PROJECT START AND COMPLETION DATES

Design 2019 – 2020



S.R.200/A1A CORRIDOR MASTER PLAN

NASSAU COUNTY, FLORIDA

GAI led Nassau County through a two-year intensive planning effort to re-imagine the main corridor connecting one of the fastest growing communities in the state. Most of this growth will happen along the SR200/A1A Corridor where a burgeoning suburban strip development pattern has taken root over the last three decades. The Corridor Master Plan guides these new growth patterns that provide greater access to employment, housing, and commercial amenities for area residents in a manner that preserves natural habitat, mitigates for traffic congestion, establishes efficient land use patterns, encourages health and wellness, and facilitates a livable and sustainable community.

The Corridor is both the consequence and cause of a car-oriented, sprawling development pattern. Its many wide lanes, strip commercial land uses, and non-existent bike and transit infrastructure induce demand for automobile use rendering the option to walk or bike as impractical and unsafe. The community sought to create a more livable corridor that serves residents and visitors while also supporting movement and connectivity to schools, employment, daily needs and recreation—among many other activities—that are essential to creating vibrant and healthy places in this part of the County.

Our team led the community through an in-depth analysis of history, culture, growth trends, land uses, economic development, visual quality, and environmental impacts to understand how the corridor evolved. Community engagement revealed that people living in this part of the County—young and elder, working and retired—share a desire for a safe, comfortable, and beautiful corridor that connects them to the places they seek to access. We built on this desire to define five priorities for new growth and investment in the corridor – Nurture Nature, Grow Sustainably, Connect Communities, Catalyze Culture, and Future Proof.

The priorities are reflected in a series of Targeted Actions that describe key activities and investments the County could undertake. Chief among these actions are several catalytic development projects on County-owned surplus property. These development projects have the potential to change the trajectory of growth along the corridor. Our work created conceptual plans for three public sites and demonstrated their feasibility through pro-forma analysis.

The Corridor Master Plan was adopted in December 2021 and work has begun on implementation of a transect-based land development code as outlined in the plan. Development plans for public sites are currently under evaluation. New development in the corridor is now subject to the plan's guidance.

CLIENT

Nassau County, Florida

CONTACT

Thad Crowe, AICP
Planning Director
904.530.6300
tcrowe@nassaucountyfl.com

PROJECT START AND COMPLETION DATES

2019 – 2021



LAKE LORNA DOONE PARK

ORLANDO, FLORIDA

GAI provided design, contract documents, and construction observation services for this historic park in downtown Orlando, located directly adjacent to the Citrus Bowl. The location of the first integrated Little League baseball game to be played in the South, Lorna Doone is a complete renovation of all of the park's facilities, including play fields, interactive play fountain, playgrounds, community garden, pavilions, lake overlooks and docks, restroom, and other amenities. Estimated at \$8 million, and partially funded by the National Football League (NFL) resulting from the 2017 Pro Bowl held at the stadium.

This site included a significant amount of existing infrastructure; project phasing was critical to meet City commitments tied to tourist-driven events; and lastly tree protection was vital to the project's success. GAI found solutions that involved close coordination with the City as well as the contractor to minimize impacts to services and accommodate existing infrastructure.

GAI's professional services included site/civil engineering, landscape architecture, architecture and associated building engineering, structural engineering, electrical engineering, fountain design, irrigation, environmental services, permitting coordination, and construction observation.

CLIENT

City of Orlando
Florida Citrus Sports

CONTACT

Steve Hogan, CEO
Florida Citrus Sports Events
407.423.2476
shogan@fcsports.com

PROJECT START AND COMPLETION DATES

2016 – 2020



WOLF BRANCH INNOVATION DISTRICT MASTER PLAN

LAKE COUNTY, MOUNT DORA, FLORIDA

GAI's community solutions group prepared a master plan and design guidelines for the Wolf Branch Innovation District (WBID) in Lake County. The WBID was born from a collaboration between the City of Mount Dora and Lake County governments to establish a mixed-use employment center of regional importance in Central Florida. The Master Plan was developed as the Wekiva Parkway segment of the perimeter expressway system encircling metro Orlando, which includes the WBID, neared completion. In order to be prepared for the inevitable private investment response to these mobility improvements, the two governments commissioned the implementation plan and design standards to ensure the necessary regulatory structure was in place to guide the creation of a high-quality physical, economic, and social place. As part of the design standards, CSG developed a new zoning category with standards calibrated to the varied existing developments and desired characteristics for future properties within the WBID. The standards are the same throughout the WBID, whether the property is in the City of Mount Dora or in unincorporated Lake County. The City of Mount Dora adopted the standards in 2021.

CLIENT

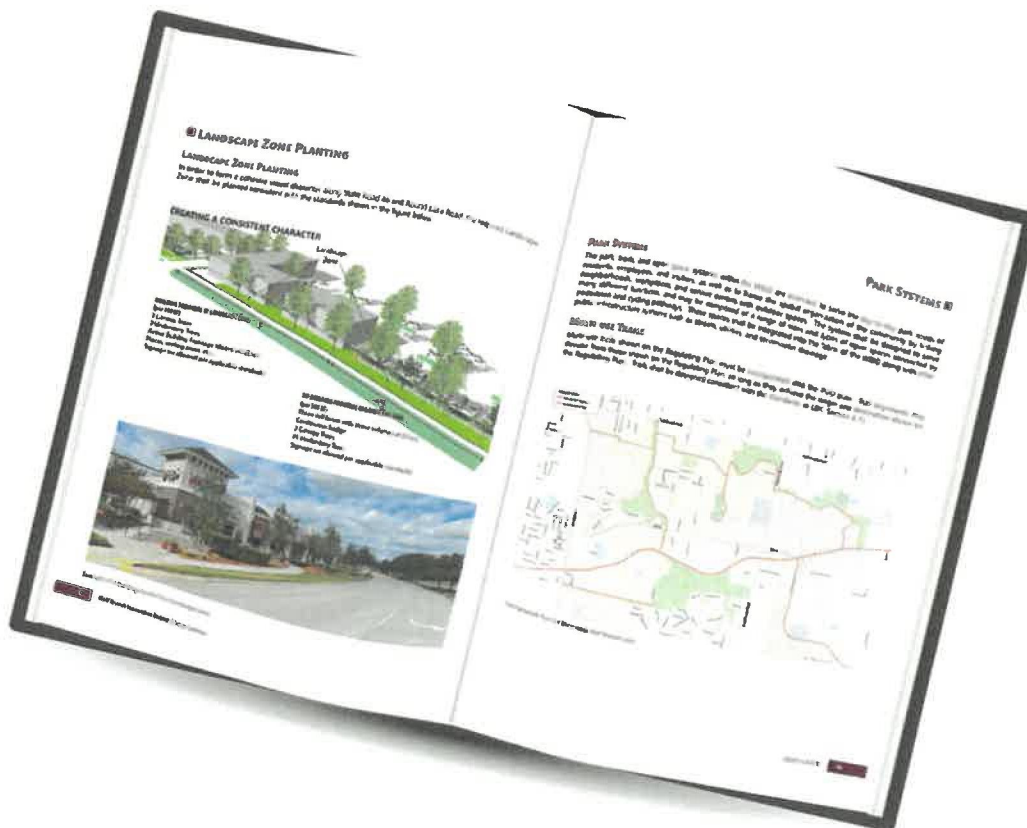
City of Mount Dora
Lake County, Florida

CONTACT

Vince Sandersfeld
Planning Director
352.735.7112
sandersfeldv@cityofmountdora.com

PROJECT START AND COMPLETION DATES

2019 – 2021



HEROES COMMUNITY PARK

ORLANDO, FLORIDA

GAI and Wharton Smith Construction were retained as a design-build team to create a new park within the Lake Nona neighborhood of Laureate Park.

Working with Tavistock and the City of Orlando staff, GAI created the master plan, contract documents, and provided construction phase services. Assisting was Rhodes+Brito Architects, designers of the restroom/concession building, along with VoltAir, providing site and athletic field lighting, and BASE Consultants for structural engineering. The City had a list of required program elements which GAI and Wharton worked diligently to provide all within the stated budget of approximately \$3 million.

Site work for the park included grading, drainage conveyance systems, surface parking, sidewalks, trails, and sanitary sewer and water utility services. In an effort to keep the project within budget, the site was carefully graded to avoid import of fill material. The design also included a mix of open drainage and piping as a solution to maintain the budget.

CLIENT

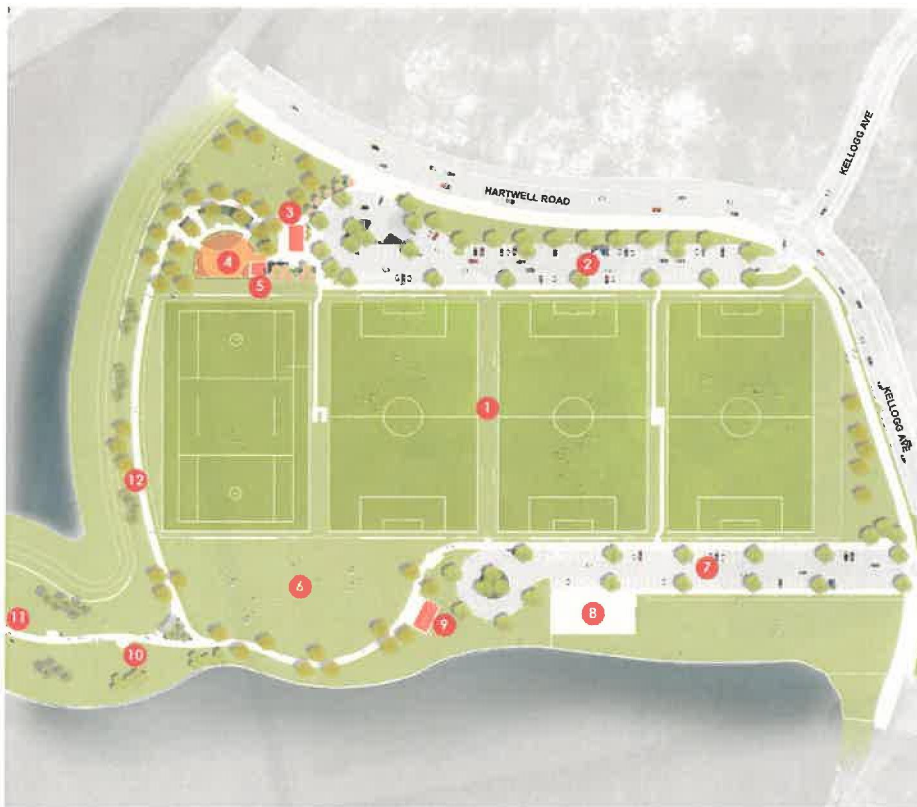
Lake Nona Land Company, LLC /
City of Orlando

CONTACT

Denise J. Riccio, RLA
FPR Planner and Grants Manager
City of Orlando Families, Parks &
Recreation Department
407.246.4249
denise.riccio@cityoforlando.net

PROJECT START AND COMPLETION DATES

2017 – 2019



SR 50 FROM 429 TO GOOD HOMES ROAD

OCOEE, FLORIDA

GAI provided CEI services for the City of Ocoee's SR 50 landscaping LAP project from SR 429 to Good Homes Road. The improvements were within the medians (FDOT right-of-way). GAI provided daily field inspection, oversight and quality assurance of installation of various species of native and non-native plants, irrigation, soil testing, mulching, and sod. Inspection and oversight include contractor's delivery and installation of 16 23-foot Medjool Date palms.

Project responsibilities include field safety reviews, ensuring contractors MOT compliance, tracking field quantity changes, daily work reports and field review and approval of monthly estimate quantities.

CLIENT

City of Ocoee

CONTACT

Ginger Corliss, AICP, CPRP
Project Manager
407.608.0401
vcorless@ocoe.org

PROJECT START AND COMPLETION DATES

March 2020 – July 2020



RIVERPLACE BOULEVARD COMPLETE STREET IMPROVEMENTS

JACKSONVILLE, FLORIDA

GAI was responsible for conceptual design exploration and public involvement prior to design in order to obtain a preferred concept for this 1.5-mile section of a major urban arterial artery leading into downtown Jacksonville. The final concept for reconstruction and “road diet” focused on the need to balance auto movement with increased bike/pedestrian safety. A “placemaking” approach supported emergent development, including residential, retail services, and a regional desire for increased access to the Riverwalk. The preferred concept included buffered bike lanes, increased sidewalks, safe crossings, narrowed vehicular lanes, and contemporary solutions to streetscape and urban stormwater drainage. JEA upgraded the existing water, sanitary sewer, and underground electrical facilities within the corridor. Reconstruction also included the addition of on-street parking and urban rain gardens.

GAI provided all engineering design as well as construction engineering inspection services.

CLIENT

City of Jacksonville

CONTACT

Guy Parola
Project Manager
904.630.3448
gparola@coj.net

PROJECT START AND COMPLETION DATES

2016 – 2019



AUSTIN-TINDALL SPORTS COMPLEX ECONOMIC AND FISCAL IMPACT ANALYSIS

OSCEOLA COUNTY, FLORIDA



CLIENT

Osceola County, Florida

CONTACT

Darren Gray,
Deputy County Manager
407.742.0336
darren.gray@osceola.org

PROJECT START AND COMPLETION DATES

March 2022 - April 2022

GAI's Community Solutions Group was retained by Osceola County, Florida, to serve as consultant for the preparation of an economic and fiscal impact analysis associated with the expansion of Austin-Tindall Park, one of central Florida's largest multi-purpose sports complexes. The expansion will add to the desirability of Osceola County as a destination and also enhance the quality of life for those living in the area. To date, the Park comprises ten multipurpose fields, a stadium, parking for about 1,700 cars, and various administrative or support facilities. Expansion plans contemplate the addition of ten multi-purpose fields, as well as areas dedicated to cross country running, paint ball and rowing via controlled lake access.

The work considered academic literature for background, theory, and findings; case studies of multi-purpose sports facilities and complexes; sports participation data for context; review of locally available tourism data for comparisons; and the application of an Impact Analysis and Planning (IMPLAN) model based on the summarized assumptions developed from our research and case studies.

GAI relied extensively on data that had been collected over the course of many years in several settings and adjusted any spending information to 2021 dollars to aid comparisons. The analysis also considered data from Orlando and Kissimmee specifically which, of course, have their own discrete spending characteristics because of the region's theme park influences. The reconciled case study data is illustrated in several tables within this report.

Finally, GAI prepared and discussed with staff the key activity and spending assumptions for use in the IMPLAN models. GAI expanded upon IMPLAN's measure of the latter by focusing on tourist taxes as well as several discrete classes of property taxes so this indicator of fiscal benefit would be much more specific to Osceola County. The analysis revealed, based on generalized data with local adjustments, suggest that there could be very significant economic and fiscal impacts as a result of the Austin Tindall Park expansion in Osceola County.

HIGH SPRINGS CRA STRATEGIC PLANNING

HIGH SPRINGS, FLORIDA

GAI's Community Solutions Group was retained by the City of High Springs Community Redevelopment Agency to serve as the consultant in assisting with a strategic update to the CRA's Community Redevelopment Plan. This plan included community visioning level work to explore opportunities of shared interest; descriptions of opportunities with written mission statements, planning diagrams and visual imagery; and then developed an implementation plan that identifies key initiatives, assigns priority and benchmarks order-of-magnitude budgets to update the CRA Plan. Services included: Economics + Strategy; Funding, CRA Strategic Planning; Market Analysis

CLIENT

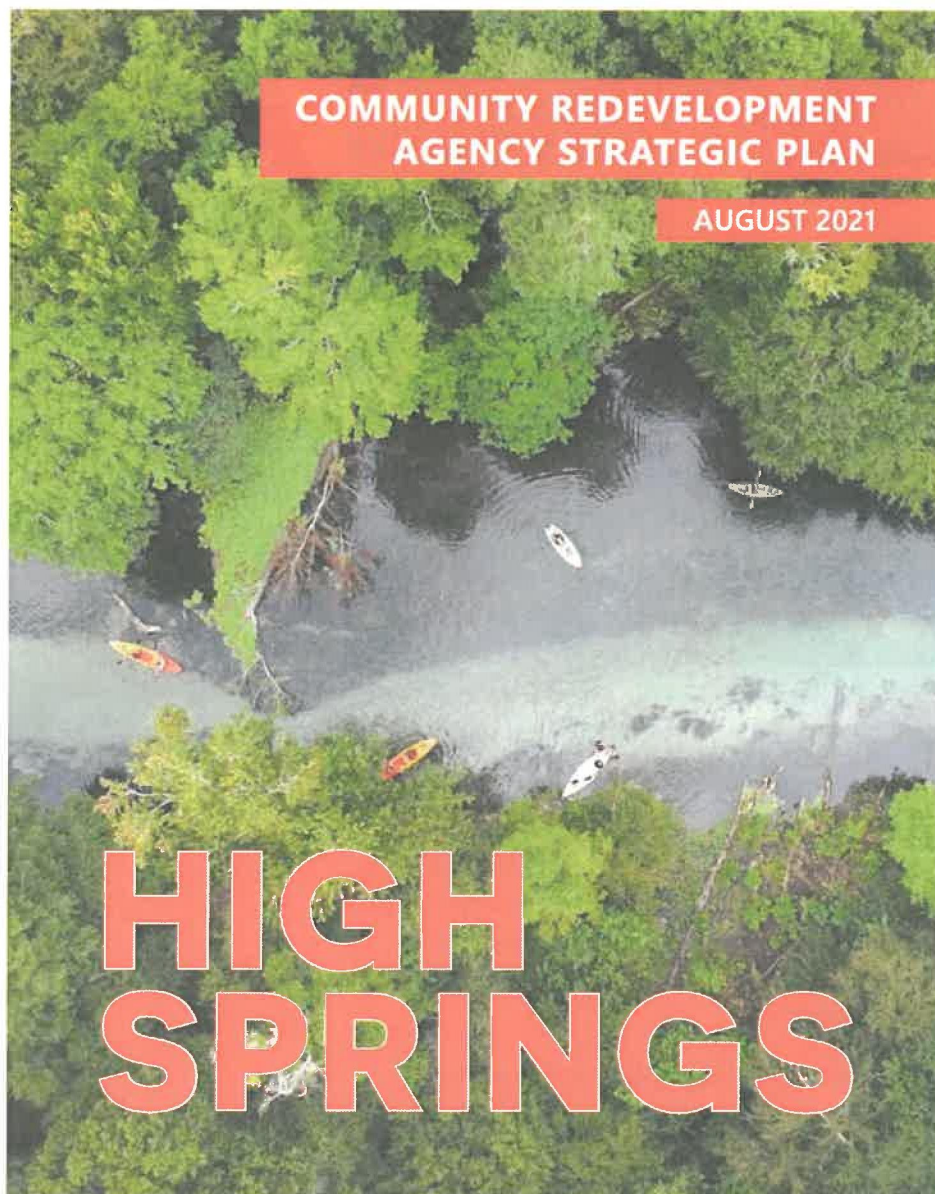
High Springs, Florida

CONTACT

David Sutton,
Community Redevelopment
Agency Coordinator
386.454.6225
dsutton@highsprings.us

PROJECT START AND COMPLETION DATES

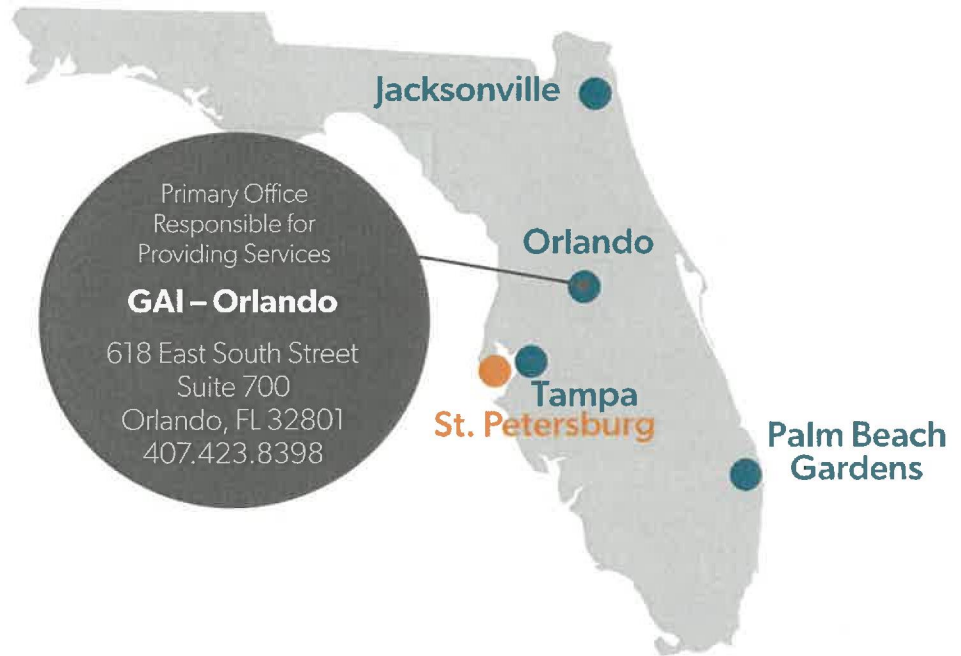
March 2021 - August 2021



EFFECT OF PROJECT TEAM LOCATION

GAI Consultants, Inc. (GAI) Our **Orlando office**—located less than 80 miles from the City of Zephyrhills—will serve as our main office through which all tasks be coordinated.

Wannamacher Jensen Architects (WJA), and WJCreate (WJC) Located in **St. Petersburg**, WJA's office is less than 80 miles from the City of Zephyrhills, Florida and all Architecture and Construction Administration task will be coordinated.



Section 6 | Equal Employment

ADDITIONAL CONDITIONS

6.2 Equal Employment Opportunity.

The GAI Team during the performance of this Contract, the CM/GC agrees as follows: GAI/WJA/WJC will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. GAI/WJA/WJC has a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the work force of the firm, or procurement services in connection with these projects.

Exhibit A



GAI Consultants, Inc.

618 E. South Street, Suite 700
Orlando, FL 32801
407.423.8398

gaiconsultants.com

2022 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2023. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / VP	\$325.00
CSG Senior Director	\$265.00
CSG Director	\$225.00
CSG Senior Manager / Asst. Director	\$205.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$110.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$160.00
Project Environmental Specialist	\$100.00
Expert Witness	\$350.00
Principal	\$330.00
Technical/Professional 30	\$310.00
Technical/Professional 29	\$295.00
Technical/Professional 28	\$285.00
Technical/Professional 27	\$250.00
Technical/Professional 26	\$240.00
Technical/Professional 25	\$235.00
Technical/Professional 24	\$230.00
Technical/Professional 23	\$225.00
Technical/Professional 22	\$220.00
Technical/Professional 21	\$210.00
Technical/Professional 20	\$205.00
Technical/Professional 19	\$200.00
Technical/Professional 18	\$195.00
Technical/Professional 17	\$185.00
Technical/Professional 16	\$180.00
Technical/Professional 15	\$170.00
Technical/Professional 14	\$160.00
Technical/Professional 13	\$150.00
Technical/Professional 12	\$140.00
Technical/Professional 11	\$135.00
Technical/Professional 10	\$130.00
Technical/Professional 09	\$125.00
Technical/Professional 08	\$110.00
Technical/Professional 07	\$105.00
Technical/Professional 06	\$100.00
Technical/Professional 05	\$95.00
Technical/Professional 04	\$90.00
Technical/Professional 03	\$85.00
Technical/Professional 02	\$75.00
Technical/Professional 01	\$70.00
Technical/Support 1	\$50.00
Survey Crew - 3 Person	\$230.00
Surveyor	\$200.00
Survey Crew - 2 Person	\$180.00
Survey Senior CAD Operator	\$100.00
Survey Crew Chief	\$85.00



Construction & Maintenance

February 8, 2023

To: City of Zephyrhills

RE: Manhole rehab 2-7-23

- Purpose
 - o Task authorization for construction services as requested from Joey Theil to provide manhole rehabilitation to deteriorating manholes per attached proposal.
- Compensation and Contract
 - o A budget for the work as stated totaling \$48057.50 has been submitted on the Annual City of Zephyrhills Water and Wastewater Miscellaneous Construction/Maintenance Services Contract (RFP 35-19-01)

Owner:

City of Zephyrhills

By:


William C. Poe, Jr.

Contractor:

RCM Utilities, LLC

By:


Christopher R. Creech

RCM UTILITIES, LLC
100 W. MILLS AVE
EUSTIS, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com



Estimate

ADDRESS

City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542

ESTIMATE # 3564

DATE 02/08/2023

EXPIRATION DATE 03/06/2023

JOB NAME

ZH Manholes 2-7-23

DESCRIPTION

AMOUNT

City of Zephyrhills Manholes 2-7-23

48,057.50

RCM Utilities agrees to provide all labor, materials (excluding manhole ring and covers provided by city) and equipment per following scope:

Remove old ring and covers and replace with new city provided ring and covers on select manholes.

Repair roadway as needed for ring and cover replacement.

Sewercoat interior of manholes per scope per manufactures specifications.

Provide MOT as required.

All work performed per OSHA confined space requirements.

Manhole List

1. 52410 20th Street in grass 4 ft.
2. 5323 20th Street in grass corner of 20th Street and Manor Drive 4 ft.
3. 39033 Manor Drive 4 ft. in grass.
4. 39100 Manor Drive 6 ft. in grass on the corner brown house with white trim with red on the front.
5. 39109 5th Ave, in grass 5 ft.
6. 39037 5th Avenue corner of Park and 5th Avenue in the street 4 ft.
7. 39027 Park Drive on the corner in the grass. Raise it up one brick.
8. 39102 Park Drive 5 ft.
9. 39131 Park 4 ft. in grass.
10. Across the street from 39201 Park 5 ft. on the edge of the street.
11. Across the street from 39 213 Park Drive 3 ft. in grass 23" lid.
12. 39202 heights Avenue 4 ft.
13. 5315 23rd Street in Grass raise lid a 4 ft.
14. 5353 23rd Street in Grass 4 ft raised to grade.
15. Corner of 6th Avenue and 23rd Street in the grass. 6 ft. concrete around the outside of the ring and cover, it's loose.
16. Two manholes across the street in the intersection in the road 9 ft.
17. 39250 6th Avenue in Grass 9 ft.
18. 39324 6th Avenue 9 ft. in grass.

DESCRIPTION	AMOUNT
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- 19. 39366 6th Avenue 8 ft.
- 20. 5436 Tangerine 3 ft.
- 21. 5520 24th Street across the street from that address in the grass 4 ft.
- 22. 5541 24th Street in Grass 4 ft.
- 23. 5568 24th Street the garage in Grass in front of their Driveway 6 ft.
- 24. 23rd and 7th Ave. 9 ft. in the street. Need cones signs.
- 25. 5530 23rd Street in the road 8 ft. signs and cones.
- 26. Henry Dr. and 12th St southbound lane of 12th 8 ft. deep MOT required.
- 27. 6045 12th St 4' in grass across street.
- 28. Manhole #2 across from 6045 12th St 4ft. and ring & cover.

NOTE:
 ALL PRICING PER WATER & WASTEWATER MISC. CONSTRUCTION SERVICES
 ANNUAL CONTRACT.

Labor and Equipment Rate Form attached.

Bob Baker 352-327-8222	TOTAL	\$48,057.50
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Accepted By

Accepted Date

Water & Wastewater Misc Construction/Maintenance Services

Labor/Equipment Rates Form

Customer: City of Umatilla

Project: Ocala Street Sewer

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# WORKING HOURS	# AFTER HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	60	\$ 3,000.00		\$ -	\$ 3,000.00
Foreman	\$ 75.00	\$ 113.00	70	\$ 5,250.00		\$ -	\$ 5,250.00
Helper - Labor Only	\$ 35.00	\$ 53.00	70	\$ 2,450.00		\$ -	\$ 2,450.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	70	\$ 3,500.00		\$ -	\$ 3,500.00
Backflow Technician	\$ 40.00	\$ 60.00		\$ -		\$ -	
LABOR RATES TOTAL							\$ 14,200.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00		\$ 800.00		\$ 2,400.00		\$ 9,600.00		
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00		\$ 250.00		\$ 650.00		\$ 2,600.00		
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon								
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rlg with Crew	\$ 250.00	\$ 295.00	70.00	\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		\$ 20,900.00
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 20,900.00

MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	8696	\$ 2,174.00	\$ 10,870.00
Materials from Stock	25%	1670	\$ 417.50	\$ 2,087.50
Subcontract Labor	20%		\$ -	
MATERIAL RATES TOTAL				\$ 12,957.50

PERFORMANCE & PAYMENT BOND	(Yes/No)	No	2%	SUBTOTAL	\$ 48,057.50
					\$ -
GRAND TOTAL					\$ 48,057.50

Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: _____

Date: _____

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	297,668.16	AP0001859685	ACHCDE Florida O	1/18/2023
ACH Credit Received	13,264.38	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/18/2023
Deposit	1,631.74		DP0002105211937I	1/18/2023
Deposit	5,548.16		ICLD02405151955I	1/18/2023
Miscellaneous Credit	5,380.11		MSCR000000000111	1/18/2023
ACH Credit Received	14,065.41	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/19/2023
ACH Credit Received	899.08	2.01752E+14	ACHCSTATE OF FLO	1/19/2023
ACH Credit Received	100.37	2.01752E+14	ACHCSTATE OF FLO	1/19/2023
ACH Credit Received	1,005.80	8.78824E+12	ACHCGLOBAL PAYME	1/19/2023
Deposit	1,520.56		ICLD02405577650I	1/19/2023
Deposit	2,040.26		DP0002106159582I	1/19/2023
Miscellaneous Credit	2,556.22		MSCR000000000111	1/19/2023
ACH Credit Received	22,080.92	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/20/2023
ACH Credit Received	325.00	19621	ACHC10L GOVDEALS	1/20/2023
ACH Credit Received	99.65	2000001566	ACHCPEOPLES GAS	1/20/2023
ACH Credit Received	141.51	2000001566	ACHCPEOPLES GAS	1/20/2023
ACH Credit Received	67,292.73	2.01752E+14	ACHCSTATE OF FLO	1/20/2023
ACH Credit Received	104.59	2385 94721	ACHCGas South	1/20/2023
ACH Credit Received	1,245.50	8.78824E+12	ACHCGLOBAL PAYME	1/20/2023
ACH Credit Received	11,793.62	8.78824E+12	ACHCGLOBAL PAYME	1/20/2023
Deposit	1,227.79		DP0002107393541I	1/20/2023
Deposit	14,850.06		ICLD02406076484I	1/20/2023
Miscellaneous Credit	2,516.16		MSCR000000000111	1/20/2023
ACH Credit Received	25,717.34	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/23/2023
ACH Credit Received	5,443.58	2.01752E+14	ACHCSTATE OF FLO	1/23/2023
ACH Credit Received	65.00	2.01752E+14	ACHCSTATE OF FLO	1/23/2023
ACH Credit Received	226.33	2.01752E+14	ACHCSTATE OF FLO	1/23/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	1/23/2023
ACH Credit Received	608.05	8.78824E+12	ACHCGLOBAL PAYME	1/23/2023
ACH Credit Received	75.00	8.78824E+12	ACHCGLOBAL PAYME	1/23/2023
ACH Credit Received	372.18	8.78824E+12	ACHCGLOBAL PAYME	1/23/2023
Deposit	725.90		DP0002100224288I	1/23/2023
Deposit	5,193.87		ICLD02406642934I	1/23/2023
Interest Credit	4,296.50		CNIT000000000000	1/23/2023
Miscellaneous Credit	470.94		MSCR000000000111	1/23/2023
ACH Credit Received	8,947.18	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/24/2023
ACH Credit Received	14,479.11	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/24/2023
ACH Credit Received	72,070.27	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/24/2023
Miscellaneous Credit	1,471.45		MSCR000000000111	1/24/2023
ACH Credit Received	4,573.85	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/25/2023
ACH Credit Received	1,439.50	2.01752E+14	ACHCSTATE OF FLO	1/25/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	1/25/2023
ACH Credit Received	2,877.36	8.78824E+12	ACHCGLOBAL PAYME	1/25/2023

ACH Credit Received	17,239.96	8.78824E+12	ACHCGLOBAL PAYME	1/25/2023
ACH Credit Received	1,137.10	8.78824E+12	ACHCGLOBAL PAYME	1/25/2023
ACH Credit Received	718,860.38	8.78824E+12	ACHCGLOBAL PAYME	1/25/2023
Deposit	1,154.72		DP0002102239283I	1/25/2023
Deposit	1,378.54		DP000210222713I	1/25/2023
Deposit	9,298.98		ICLD02407724483I	1/25/2023
Deposit	17,983.72		ICLD02407743081I	1/25/2023
Miscellaneous Credit	11,577.66		MSCR000000000111	1/25/2023
ACH Credit Received	15,277.40	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/26/2023
ACH Credit Received	776.53	8.78824E+12	ACHCGLOBAL PAYME	1/26/2023
ACH Credit Received	14,482.82	8.78824E+12	ACHCGLOBAL PAYME	1/26/2023
Deposit	1,076.49		DP0002103152727I	1/26/2023
Deposit	18,870.16		ICLD02408157713I	1/26/2023
Miscellaneous Credit	2,364.87		MSCR000000000111	1/26/2023
ACH Credit Received	21,149.68	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/27/2023
ACH Credit Received	214,624.65	2.01752E+14	ACHCSTATE OF FLO	1/27/2023
ACH Credit Received	120,942.83	2.01752E+14	ACHCSTATE OF FLO	1/27/2023
ACH Credit Received	163.00	2.01752E+14	ACHCSTATE OF FLO	1/27/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	1/27/2023
ACH Credit Received	750.84	8.78824E+12	ACHCGLOBAL PAYME	1/27/2023
ACH Credit Received	144.45	8.78824E+12	ACHCGLOBAL PAYME	1/27/2023
ACH Credit Received	1,640.00	8.78824E+12	ACHCGLOBAL PAYME	1/27/2023
Deposit	1,094.46		DP0002104290840I	1/27/2023
Deposit	15,735.85		ICLD02408571047I	1/27/2023
Miscellaneous Credit	3,868.17		MSCR000000000111	1/27/2023
ACH Credit Received	15,514.34	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/30/2023
ACH Credit Received	18,664.79	2.01752E+14	ACHCSTATE OF FLO	1/30/2023
ACH Credit Received	26,182.19	2.01752E+14	ACHCSTATE OF FLO	1/30/2023
ACH Credit Received	1,399,075.93	5.96E+14	ACHCFAA TREAS 3	1/30/2023
ACH Credit Received	246.17	8.78824E+12	ACHCGLOBAL PAYME	1/30/2023
ACH Credit Received	353.10	8.78824E+12	ACHCGLOBAL PAYME	1/30/2023
ACH Credit Received	554.76	8.78824E+12	ACHCGLOBAL PAYME	1/30/2023
ACH Credit Received	992.43	8.78824E+12	ACHCGLOBAL PAYME	1/30/2023
ACH Credit Received	237.50	8.78824E+12	ACHCGLOBAL PAYME	1/30/2023
Deposit	988.46		DP0002106072014I	1/30/2023
Deposit	15,296.32		ICLD02400173644I	1/30/2023
Miscellaneous Credit	3,376.12		MSCR000000000111	1/30/2023
ACH Credit Received	14,388.86	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/31/2023
ACH Credit Received	16,108.90	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/31/2023
ACH Credit Received	17,713.85	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/31/2023
ACH Credit Received	2,597.53	2.01752E+14	ACHCSTATE OF FLO	1/31/2023
ACH Credit Received	1,060.12	8.78824E+12	ACHCGLOBAL PAYME	1/31/2023
Deposit	1,017.28		DP0002107318406I	1/31/2023
Deposit	6,617.38		ICLD02400706002I	1/31/2023
Miscellaneous Credit	4,905.58		MSCR000000000111	1/31/2023
ACH Credit Received	6,698.79	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/1/2023
ACH Credit Received	1,969.85	2794797	ACHCCC TM PA LLC	2/1/2023

ACH Credit Received	579.20	8.78824E+12	ACHCGLOBAL PAYME	2/1/2023
ACH Credit Received	1,627.30	8.78824E+12	ACHCGLOBAL PAYME	2/1/2023
ACH Credit Received	1,525.13	8.78824E+12	ACHCGLOBAL PAYME	2/1/2023
Deposit	1,682.61		DP0002108433375I	2/1/2023
Deposit	8,884.48		ICLD02401236781I	2/1/2023
Miscellaneous Credit	3,118.46		MSCR000000000111	2/1/2023
ACH Credit Received	18,708.10	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/2/2023
ACH Credit Received	96.28	1502342271	ACHCSUBURBAN PRO	2/2/2023
ACH Credit Received	693.25	8.78824E+12	ACHCGLOBAL PAYME	2/2/2023
ACH Credit Received	1,007.60	8.78824E+12	ACHCGLOBAL PAYME	2/2/2023
ACH Credit Received	1,600.00	8.78824E+12	ACHCGLOBAL PAYME	2/2/2023
ACH Credit Received	270.50	8.78824E+12	ACHCGLOBAL PAYME	2/2/2023
Deposit	852.72		DP0002100550634I	2/2/2023
Deposit	6,388.31		ICLD02401663704I	2/2/2023
Miscellaneous Credit	2,496.26		MSCR000000000111	2/2/2023
ACH Credit Received	108,323.18	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/3/2023
ACH Credit Received	208,732.47	2.01752E+14	ACHCSTATE OF FLO	2/3/2023
ACH Credit Received	9.25	2.01752E+14	ACHCSTATE OF FLO	2/3/2023
ACH Credit Received	411.42	8.78824E+12	ACHCGLOBAL PAYME	2/3/2023
ACH Credit Received	1,177.27	8.78824E+12	ACHCGLOBAL PAYME	2/3/2023
ACH Credit Received	3,428.29	8.78824E+12	ACHCGLOBAL PAYME	2/3/2023
ACH Credit Received	2,733.64	8.78824E+12	ACHCGLOBAL PAYME	2/3/2023
Deposit	1,584.24		DP0002101934384I	2/3/2023
Deposit	28,388.70		ICLD02402137707I	2/3/2023
Miscellaneous Credit	4,312.61		MSCR000000000111	2/3/2023
ACH Credit Received	47,012.58	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/6/2023
ACH Credit Received	412.29	2005	ACHCPASCOTAX	2/6/2023
ACH Credit Received	3,400.33	2.01752E+14	ACHCSTATE OF FLO	2/6/2023
ACH Credit Received	55.00	2.01752E+14	ACHCSTATE OF FLO	2/6/2023
ACH Credit Received	2,762.35	8.78824E+12	ACHCGLOBAL PAYME	2/6/2023
ACH Credit Received	3,640.27	8.78824E+12	ACHCGLOBAL PAYME	2/6/2023
ACH Credit Received	617.70	8.78824E+12	ACHCGLOBAL PAYME	2/6/2023
ACH Credit Received	941.10	8.78824E+12	ACHCGLOBAL PAYME	2/6/2023
ACH Credit Received	2,730.03	8.78824E+12	ACHCGLOBAL PAYME	2/6/2023
Deposit	1,235.96		ICLD02402759053I	2/6/2023
Deposit	2,097.04		DP0002103975027I	2/6/2023
Miscellaneous Credit	3,180.67		MSCR000000000111	2/6/2023
ACH Credit Received	5,796.33	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/7/2023
ACH Credit Received	18,712.54	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/7/2023
ACH Credit Received	25,149.34	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/7/2023
ACH Credit Received	2,075.54	2005	ACHCPASCOTAX	2/7/2023
ACH Credit Received	136,921.40	2005	ACHCPASCOTAX	2/7/2023
Deposit	1,722.04		DP0002104838429I	2/7/2023
Deposit	12,981.95		ICLD02403353917I	2/7/2023
Miscellaneous Credit	3,399.67		MSCR000000000111	2/7/2023